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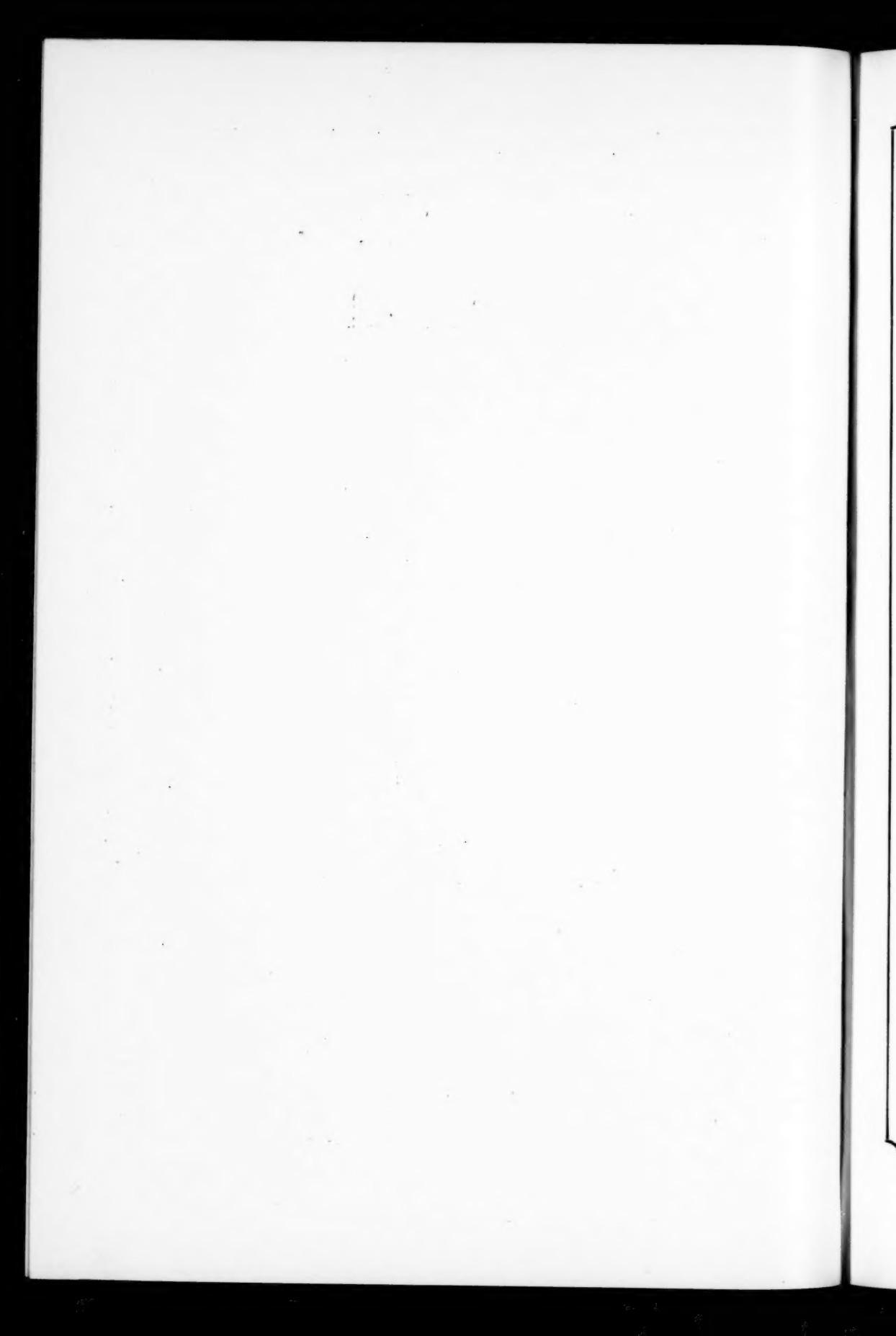
23RD ANNUAL CONVENTION
THE GREENBRIER HOTEL
WHITE SULPHUR SPRINGS, WEST VIRGINIA
JULY 6, 7, 8, 1950

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Officers and Executive Committee 1949-1950

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For the Term of Three Years

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MYRON W. VAN AUKEN	1920-1923	MILO H. CRAWFORD	1938-1939
MARTIN P. CORNELIUS	1923-1926	GERALD P. HAYES	1939-1940
EDWIN A. JONES	1926-1932	OSCAR J. BROWN	1940-1941
GEORGE W. YANCEY	1932-1934	WILLIS SMITH	1941-1943
WALTER R. MAYNE	1934-1935	PAT H. EAGER, JR.	1943-1944
J. ROY DICKIE	1935-1936	F. B. BAYLOR	1944-1946
MARION N. CHRESTMAN	1936-1937	PAUL J. MCGOUGH	1946-1947
P. E. REEDER	1937-1938	LOWELL WHITE	1947-1948
KENNETH P. GRUBB		1948-1949	

PURPOSE

The purpose of this Association shall be to bring into close contact by association and communication lawyers, barristers and solicitors who are residents of the United States of America, or any of its possessions, or of the Dominion of Canada, or of the Republic of Cuba, or of the Republic of Mexico, who are actively engaged wholly or in part in practice of that branch of the law pertaining to the business of insurance in any of its branches, and to Insurance Companies; for the purpose of becoming more efficient in that particular branch of the legal profession, and to better protect and promote the interests of Insurance Companies authorized to do business in the United States or Dominion of Canada or in the Republic of Cuba, or in the Republic of Mexico; to encourage cordial intercourse among such lawyers, barristers and solicitors, and between them and Insurance Companies generally.

President's Page



THREE was a 100% attendance at the Mid-Winter Meeting of the Executive Committee at Palm Beach, Florida on February 22-24 last.

Careful consideration was given to the program and entertainment so as to make our next convention at The Greenbrier, White Sulphur Springs, West Virginia, an outstanding occasion. Representatives of The Greenbrier were present at the meeting and assisted in formulating plans. Notwithstanding our limit on rooms available, it is your President's opinion that all members desiring to attend the Convention can and will be taken care of. Guests registered and sponsored by members are welcome, providing there are adequate hotel rooms available. It appears that rooms are very scarce this year—therefore let your conscience be your guide. Also, arrangements are being made for the doubling up of children of members. More about the Convention in the next issue of the Journal.

All Committee Chairmen have been requested to have their reports in the hands of the Editor of the Journal not later than May 1st next so that they can be published in the Pre-Convention issue of the Journal. Your President is counting on all Committee Members to cooperate. May I remind you Committee Members and Chairmen that each of you accepted the responsibility of doing a job and the dead line is May 1st. No excuses will be tolerated—this is your Association and therefore I know you will fulfill your responsibility.

Attention is directed to the Report of the Finance Committee appearing in the Journal regarding the necessity for increasing the dues. The Budget Must Be Balanced—deficit financing has no place in our Association, although in some quarters it is presently in vogue. The Registration Fee is used for the promotion of good fellowship at our conventions. Study the Report and I believe the amendment to the By-Laws will receive your wholehearted approval.

Any suggestions for the betterment of your Association are always welcome.

L. DUNCAN LLOYD
President

**Convention Announcement
Greenbrier Hotel, White Sulphur Springs,
West Virginia
July 6, 7, 8, 1950**

Members who expect to attend the annual meeting at The Greenbrier Hotel should carefully review the Minutes of the Executive Committee appearing in this issue of the Journal. You will there find hotel rates and other information of interest.

Mr. Kluwin, the Secretary, has delivered to the hotel a list of applications for reservations, showing the dates they were made. You should hear from the hotel at an early date with reference to your reservation. If you do not hear within the next two weeks, I suggest that you write the hotel and advise them the date of your arrival and date of departure, whether you desire a double or single room, and the number in your party.

The hotel will hold your reservation until noon, July 6th. If for any reason you will be delayed and will not arrive until afternoon of July 6th, you should make special arrangements with the hotel, otherwise your room may be given to some member who has been unfortunate and had not been able to secure a reservation.

Our President has brought so much pressure on the management of The Greenbrier that it now appears that the hotel will be able to take care of all applications for reservations. Do not be discouraged if your reservation has not to date been confirmed. If you have delayed making your reservation try to make one now. You may be lucky.

**JULY ISSUE OF THE JOURNAL
COMMITTEE REPORTS**

The Convention Issue of the Journal is scheduled to be in the hands of the members by June 15th.

Committee reports, which are to appear in the July issue, should be in the hands of the Editor on or before May 1st. By referring to the October, 1949 issue of the Journal you will find a list of the committees whose reports will appear in the July issue. By reviewing the personnel of the several committees you are assured of interesting and informative reports.

SUBJECTS FOR ARTICLES

The JOURNAL requests each member to review the Index of articles published in the Journal, make up a list of subjects not covered therein and articles appearing in the Journal which should be brought up to date, and send your list and suggestions to the Journal Editors.

We propose to screen the suggestions, compile a list which will be published in the Journal at an early date, and then undertake to have articles prepared as rapidly as possible covering these selected subjects.

The membership should ever keep in mind that the Journal is and will continue to be only as good as the membership makes it.

The Journal Committee and your Editors are grateful to the membership for their contributions which have made the Journal the best legal journal now published, and ask your continued cooperation, criticism and suggestions.

Vol. XVII April, 1950 No. 2

Insurance Counsel Journal
PUBLISHED QUARTERLY BY
INTERNATIONAL ASSOCIATION OF
INSURANCE COUNSEL

GEORGE W. YANCEY, *Editor*
MASSEY BUILDING,
BIRMINGHAM, ALABAMA.

MILLER MANIER, *Associate Editor*
BAXTER BUILDING
NASHVILLE, TENNESSEE

The Journal welcomes contributions from members and friends, and publishes as many as space will permit. The articles published represent the opinions of the contributors only. Where Committee Reports have received official approval of the Executive Committee it will be so noted.

Subscription price to members \$5.00 a year. Single copy \$1.50.

Entered as Second Class Mail Matter at
the Post Office at Birmingham, Alabama

Notice Of Proposed Amendment To By-Laws Of The International Association Of Insurance Counsel

BECAUSE of the continuing rise in the cost of carrying on this Association with all its present benefits to the members plus the increasing number of persons attending the annual conventions, it is impossible to run the organization and provide for the kind of convention the members of this Association are accustomed to and desire and still stay within our income. Therefore, a slight increase in the annual dues becomes necessary; otherwise, curtailment of some of the benefits the members now receive will have to take place.

The Executive Committee, therefore, proposes an increase in the annual dues from \$12.00 to \$15.00.

To carry out the proposed change in the amount of the annual dues, the following amendment to the By-Laws is recommended by the Executive Committee:

BE IT RESOLVED that Section 2 of Article V thereof be amended to read:

ARTICLE V

Section 2. Beginning November 1, 1950, each member shall pay to the Association Fifteen Dollars (\$15.00) dues for the period beginning November 1st of each year and ending the following October 31st, payable November 1st of each year in advance, which shall include subscription of the member to the Association Journal which is Five Dollars (\$5.00) per year.

NOTICE IS HEREBY GIVEN pursuant to the By-Laws that the undersigned will present the above amendment of the By-Laws for approval at the annual meeting

of the Association to be held at the Greenbrier Hotel, White Sulphur Springs, West Virginia, on July 6, 7, and 8, 1950.

MILTON ALBERT, *Chairman*

JOHN L. BARTON

ROBERT M. NELSON

Members of Finance Committee

RESOLUTION

BE IT RESOLVED that the Executive Committee recommends that Section 2 of Article V of the By-Laws of this Association be amended to read:

SECTION 2. Beginning November 1, 1950, each member shall pay to the Association Fifteen Dollars (\$15.00) dues for the period beginning November 1st of each year and ending the following October 31st, payable November 1st of each year in advance, which sum shall include subscription of the member to the Association Journal which is Five Dollars (\$5.00) per year.

BE IT FURTHER RESOLVED that this recommendation be submitted to the members of this Association in convention assembled at the next annual convention to be held at The Greenbrier Hotel, White Sulphur Springs, West Virginia.

BE IT FURTHER RESOLVED that the Secretary is hereby directed to give notice of this proposed amendment in accordance with the provisions of Article XVI of the By-Laws.

JOHN A. KLUWIN, L. DUNCAN LLOYD,
Secretary *President*

23RD ANNUAL CONVENTION

THE GREENBRIER HOTEL

WHITE SULPHUR SPRINGS, WEST VIRGINIA

JULY 6, 7, 8, 1950

Minutes Of Mid-Winter Meeting Of Executive Committee

THE mid-winter meeting of the Executive Committee of The International Association of Insurance Counsel was held at the Palm Beach Biltmore, Palm Beach, Florida, on February 22, 23, and 24, 1950.

The following officers and members of the Executive Committee were present:

Officers

L. Duncan Lloyd, President, Chicago, Illinois.

Wayne E. Stichter, President-Elect, Toledo, Ohio.

Denis McGinn, Vice-President, Escanaba, Michigan.

Rupert G. Morse, Vice-President, Kansas City, Missouri.

John A. Kluwin, Secretary, Milwaukee, Wisconsin.

Forrest S. Smith, Treasurer, Jersey City, New Jersey.

George W. Yancey, Editor, Birmingham, Alabama.

Miller Manier, Associate Editor, Nashville, Tennessee.

Kenneth P. Grubb, retiring President, Milwaukee, Wisconsin.

Executive Committee Members

Milton A. Albert, Baltimore, Maryland.

John L. Barton, Omaha, Nebraska.

Wayne Ely, St. Louis, Missouri.

Ernest W. Fields, New York, New York.

J. A. Gooch, Fort Worth, Texas.

Robert P. Hobson, Louisville, Kentucky.

Franklin J. Marryott, Boston, Massachusetts.

Robert M. Nelson, Memphis, Tennessee.

Joseph A. Spray, Los Angeles, California.

On Tuesday, February 21, 1949, meetings were held by the members of the various subcommittees for the formulation of reports and recommendations to be submitted to the formal meeting of the Executive Committee.

The first meeting was called to order on February 22, 1950, at 9:30 a. m., and President Lloyd welcomed the members.

A report was made by Mr. Fields in respect to the actions of the Convention Site Committee. There was a discussion in respect to possible convention sites such as the Monmouth Hotel at Spring Lake

Beach, New Jersey; Wentworth By-The-Sea at Portsmouth, New Hampshire; and The Mount Washington Hotel at Bretton Woods, New Hampshire, for the dates from June 26 to 29, 1951. It was moved by Mr. Fields that the President appoint a Convention Site Committee to consist of four members to be appointed by the President but the President-Elect to be automatically a member each year and one of the four. The motion was seconded by Mr. Grubb and unanimously carried.

President Lloyd subsequently named the Convention Site Committee as follows:

Ernest W. Fields, Chairman

Wayne E. Stichter, President-Elect

Franklin J. Marryott

John L. Barton

Forrest S. Smith presented his Treasurer's report covering the period from November 1, 1949 to February 15, 1950, which showed the following:

Cash on hand Oct.

31, 1949	\$ 4,311.76
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U. S. Government Bonds	15,000.00
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Balance as of Oct.

31, 1949	\$ 19,311.76
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Receipts:

Dues	\$15,141.00
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Registration fees for 1950	
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Convention	1,470.00
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Subscription to	
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Journal	69.50
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Interest on	
-------------	--

"G" Bonds	187.50	16,868.00
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Disbursements:

Secretary's office expense	\$ 982.60
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Treasurer's office expense	530.55
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Refund, registration fee to Convention	10.00
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Refund to members	27.00
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Journal expense	2,414.49	3,964.64	12,903.36
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Balance as of Feb. 15, 1950	\$32,215.12
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The balance of \$32,215.12 is accounted for as follows:

Cash:

On demand deposit	\$16,191.46
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In savings account	1,023.66	\$17,215.12
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United States Bonds:

Defense Series G:

Maturing February, 1954	\$ 5,000.00
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Maturing February, 1955	10,000.00
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	15,000.00
--	-----------

	\$32,215.12
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It was moved by Mr. Spray that the Treasurer's report be approved. The motion was seconded by Mr. Nelson and unanimously carried.

The Treasurer also reported that the income tax return had been prepared, was executed by the Secretary and himself, and would be filed in due time with the proper office. He also reported that there were 137 delinquent accounts and that on or about March 1, 1950, a registered letter would go to the delinquent members.

The following persons then appeared and gave the rates and proposals in respect to their hotels:

James J. Farrell, Monmouth Hotel.

John J. Hennessy, The Mount Washington Hotel.

Mr. Barry, Poland Springs Hotel.

James Barker Smith, Wentworth By-The-Sea.

The minutes are not to be burdened with a detailed recital of their proposals, but the information is being submitted in a separate report to the members of the Convention Site Committee.

The report of the Finance Committee was submitted by Mr. Albert covering the fiscal year from November 1, 1949 to October 31, 1950.

The report was unanimously recommended by all of the members of the Finance Committee, and upon motion of Mr. Spray which was seconded by Mr. Morse, it was unanimously adopted.

The financial condition of the Association provoked a prolonged discussion in respect to dues, which discussion was led by Mr. Albert. The range for an increase in dues was from \$3.00 to \$13.00, and upon motion of Mr. McGinn, seconded by Mr. Spray, it was moved that the Finance Committee prepare a resolution and a proposed amendment to the By-Laws to be presented to the 1950 convention increasing the dues to \$15.00 a year, effective November 1, 1950. The motion was unanimously carried.

The meeting adjourned at 12:45 p. m.

* * *

The second session was called to order at 9:30 a. m., on February 23, 1950. All of the officers and members of the Executive Committee were present.

The Journal Committee headed by Ernest W. Fields, Chairman, submitted its report which reads as follows:

The Journal Committee submits the following report:

1. Your committee strongly urges a renewed and intensified interest and effort in securing good worthwhile articles for publication in the Journal. Each officer and member of the Executive Committee should continually be on the alert for appropriate subjects and request qualified members to prepare articles on such subjects. An article need not be long to be good.

2. As it is expected that the July, 1950, Journal will be mailed by June 15th, it is important that Committee reports be in the hands of the Editor by May 1st. Your committee recommends to President Lloyd that he write the Committee Chairmen and members ex-officio and ask that this be done.

3. Your committee recommends that requests for substantial numbers of additional copies of the Journal be refused but with permission to members to reprint specified articles or reports provided credit be given the Journal.

4. It is still the general policy of the Association and the Journal not to publish articles previously published. However, with respect to articles of exceptional merit and content, such articles may be published upon approval of the Journal Committee and the Editor.

5. Your committee recommends that there be no preparation of directory of members for miscellaneous distribution.

6. It is not the policy of the Journal to publish thumb-nail sketches of new members.

7. Your committee again calls attention to the binder arrangement for accumulated issues of the Journal and urges each member to have it done.

8. Your committee recommends the re-election of George W. Yancey and Miller Manier as Journal Editor and Associate Editor respectively.

Respectfully submitted,
The Journal Committee

Ernest W. Fields, Chairman

J. Harry LaBrum

L. Denman Moody

Laurent K. Varnum

John C. Graham

Frederick A. Moeller

Wayne E. Stichter, Ex-Officio

After general discussion it was moved by Mr. Spray that the report of the Journal Committee be accepted. Mr. Nelson seconded the motion, and it was unanimously carried.

A general discussion followed as to the advisability of accepting articles from non-members, and it was agreed that as a matter of policy no articles would be solicited from non-members but that the Journal Committee and the Editor and Associate Editor were not precluded from taking articles from non-members provided that they were satisfactory and that the author did not have an application for membership pending at the time the article was submitted.

The Secretary then submitted his report covering the period from June 29, 1949, to February 14, 1950, as follows:

Membership changes:

Resignations	19
Deaths	8
Members dropped for non-payment of dues	14
Reinstatements	4
New Members	57
Total Number of Members	1,405

Thus, the net gain for the period is 20 members.

At the present time we have 24 applications which are in various stages of processing.

We have attempted to set up a separate file on every member of the Association. We have been able to do this for 1,166 members. The reason we have not been able to do this for all the members is because for some of them we have absolutely no data at all except the fact that they are listed on our roster, and we felt that unless some correspondence was received for these individuals there was no point in making up blank files. In time, however, if the procedure is carried on, each member will have an individual file.

In the past we have been maintaining a Member's Record card and a Secretary's Record card for each member, which cards do not appear to perform the service that was intended; namely, to provide ready information as to a member's activities, etc. It is the recommendation of your Secretary that he be authorized to abolish the use of these cards and that a new card be prepared and the entire membership circularized in order that the cards may be completed and thus bring up to date the records of the Secretary as to each member, his personal history, etc.

The work of the office of Secretary has been doubled and possibly trebled by reason of the Executive Committee's decision that the hotel reservations be han-

dled through the Secretary's office. This statement is not made as a complaint but merely as a factual assertion. We now have 715 reservations.

Respectfully submitted,
John A. Kluwin,
Secretary

The Secretary's report was accepted without discussion.

The balance of the second session was consumed with a discussion of problems incident to the 1950 convention. The Secretary reported that as of February 14, 1950, we had confirmed 715 reservations.

It was moved by Mr. Spray that reservations at The Greenbrier be held until 12:00 noon on July 6, 1950, unless other arrangements are made by the respective members and their guests with the hotel and that the cancelled reservations then be thrown open to those on the waiting list. The motion was seconded by Mr. Gooch and was unanimously carried.

Mr. Strayer, representative of The Greenbrier, later assured the Executive Committee that the hotel hoped to be able to take care of all members so as to eliminate the necessity of the use of Pullman cars but that he was making no guaranty in that respect.

Mr. Lloyd announced that it would be the policy of the Executive Committee that when any of its members contact any speakers in respect to appearing on any of the programs at the convention that the speakers should be requested not to give out a pre-release of their speeches as Mr. Yancey is to have all speeches first before they go out to the public; also that the speakers should be requested to give the Secretary six copies of their respective speeches.

In regard to the handling of the open forums, it was decided that the same procedure be followed at the 1950 convention that had been previously followed.

Some time was given to the discussion of the matter of not voting on any application for membership at the annual convention or for thirty days prior thereto, and it was agreed that Mr. Yancey should put some announcement to that effect in an early issue of the Journal and that the Secretary would write to all applicants on or about June 1, 1950, advising them that their pending applications would not be acted upon until after the convention, thus eliminating inquiries by the applicants or their sponsors.

Mr. Lloyd reported on the work of the various committees and requested that each member of the Executive Committee who is a member ex-officio of the various committees write to their respective chairmen, sending a copy of the letter to Mr. Lloyd and to Mr. Yancey, instructing the chairmen that Mr. Yancey desired their reports on or before May 1, 1950, in order that they can be edited in preparation for appearance in the July issue of the Journal. Mr. Lloyd also stated that he would follow this up by a letter of his own to the respective chairmen.

The members of the Executive Committee also reported on the progress that had been made by their respective committees under their direction.

Mr. Stichter reported on the open forums for the 1950 convention and informed the committee that he had made a trip to Detroit to confer with Chairman Dodd and with Mr. Carey and that it was concluded that there would be two open forums, one on automobile insurance and the other either on practice and procedure or casualty insurance.

The meeting adjourned at 12:05 p. m.

* * *

The third session was called to order at 9:30 a. m. on February 24, 1950. All of the officers and members of the Executive Committee were present.

Mr. Albert as Chairman of the Membership Eligibility Committee was called upon for a report from that committee. Mr. Albert stated that each member of the Executive Committee had previously received a mimeographed copy of the "Survey of Membership Eligibility" prepared by Wayne Stichter and that all members of the Executive Committee had been invited to attend the meeting of the Membership Eligibility Committee on Wednesday afternoon, February 23, 1950, and to submit any recommendations or suggestions. The report as submitted to this meeting was as follows:

Your committee recommends that a new application for membership form be prepared, that new forms of letters be prepared to secure factual data to permit more intelligent consideration, and that other matters for voting on applicants be prepared for further presentation and consideration of this Executive Committee.

Your committee recommends that this Executive Committee approve in principle the survey with recommendations and au-

thorize this Membership Eligibility Committee to work out in detail the forms and procedures to be put into effect for presentation to the Executive Committee for its consideration at the first meeting at White Sulphur Springs.

Mr. Albert then moved that the report be approved and the matters be taken up at the first meeting at White Sulphur Springs, West Virginia. The motion was seconded by Mr. Yancey and unanimously approved.

It was then suggested by Mr. Lloyd that the committee prepare its report and submit it to the Secretary as soon as possible so that the same can be mimeographed in plenty of time to be circulated among the members of the Executive Committee in order that they can study the same well in advance of the meeting of July 5, 1950, at The Greenbrier.

It was the unanimous opinion of all the members of the Executive Committee that Mr. Stichter had done a marvelous job in preparing the "Survey of Membership Eligibility" and that he was to be commended for the same.

A discussion was had in respect to securing articles for the Journal, and in accordance with Mr. Fields' suggestion, Mr. Lloyd asked each member for a specific promise as to the number of articles he would secure for the Journal. The results were as follows:

Franklin J. Marryott—Two articles within six months.

Robert M. Nelson—At least one article within the next three months.

Ernest W. Fields—Two articles.

Wayne E. Stichter—Three articles within the next six months.

Milton A. Albert—Will bring down to date within the next several months his article on the Federal Tort Claims Act.

John L. Barton—One article before the convention.

Joseph A. Spray—A couple of articles.

Kenneth P. Grubb—A couple of articles.

Denis McGinn—Will bring up to date an article by Mr. Masters of Lansing, Michigan.

Rupert G. Morse—Will start an article on casualty and will attempt to secure an article on fire and marine.

Wayne Ely—Have been promised three articles from men with whom I have been in contact. Will furnish one article within the next ninety days.

J. A. Gooch—A couple of articles but probably could secure more with assigned subjects.

Robert P. Hobson—Will be responsible for at least two articles.

Mr. Lloyd then called upon Parker Holt of Fort Myers, Florida, who was in attendance at this session, and Mr. Holt stated that he was going to complete an article within the next month and send it to Mr. Victor Gorton before submitting it to Mr. Yancey.

Mr. Gooch suggested it would be helpful in securing articles for the Journal if subjects would be assigned or if there were a list of subjects to choose from, whereupon Mr. Fields stated he would pass around a paper upon which the members should write suggested subjects for Journal articles.

The matter of the reinstatement of old members was discussed at length. Mr. Spray then moved that any member who has resigned from the Association may be reinstated upon written certification by any other member that the resigned member is again devoting a substantial portion of his professional time to the representation of insurance companies as provided in Article III of the By-Laws, without regard to the five year provision of said article, provided said resigned member then meets all other qualifications for eligibility and provided that he shall pay the dues for the year in which his reinstatement occurs. The motion was seconded by Mr. Fields and unanimously carried.

Mr. Strayer, representing The Greenbrier, appeared before the committee and stated that he was trying to clear dates for the 1951 convention and that as soon as he could clear the matter he would report to Mr. Fields. Mr. Lloyd requested that he write to Mr. Fields and to Mr. Stichter as soon as he had the available dates.

Mr. Strayer stated frankly that handling a convention of our size was an experiment and that while they were committed to only 600 reservations, they hoped to be able to take care of all persons at The Greenbrier.

It was agreed that the Secretary would submit the complete list of reservations to The Greenbrier and that when it was received a letter would go forward from the hotel to each person who had requested reservations inquiring, among other things, as to the arrival and departure time.

In response to a question from Mr. Grubb, Mr. Strayer assured the committee that members and guests arriving on the week end before the 4th of July would be accommodated. He also stated that he would be able to give us a number of cottages.

Mr. Strayer also stated that the hotel would automatically hold rooms until 3:00 or 4:00 p. m. but that to comply with the committee's wishes, on the opening day of the convention, that is, July 6, 1950, the hotel would only hold reservations until 12:00 noon unless other arrangements had been made with the hotel by the individual member or his guest.

Mr. Lloyd requested that Mr. Strayer send to him and to Mr. Kluwin a copy of the proposed letter to the persons who had requested reservations before the same went out so that all necessary information would be included, such as holding reservations only until 12:00 noon on the opening day of the convention.

Mr. Strayer stated that there were 55 suites of which 45 would be available to us, and also stated that the selection of suites would not cut down on the number of rooms available.

Mr. Strayer advised the committee that the convention rate for the 1950 convention would be \$34.00 per day for double occupancy, \$19.00 a day for single occupancy, and \$18.00 a day for single occupancy with connecting bath. The rate for a cot in a room for a child would be \$2.00 a night. If the child were ten years of age or under, there would also be a charge of \$5.00 a day for meals, and if the child were over ten years of age, the charge would be \$10.00 a day for meals. Also, each member and guest would be charged \$1.00 on his hotel bill for membership in the "Old White Club" and that would entitle the member or guest to purchase liquor without securing any other license.

Mr. Strayer also stated that if Pullman cars are used for sleeping accommodations, the charge at the hotel for meals would be \$10.00 a day for three meals; also if members or guests were staying in nearby hotels and wished to take their meals at The Greenbrier on an individual basis, the cost of the meals would be \$2.00, \$3.00, and \$5.00, respectively.

In response to numerous questions, Mr. Strayer also gave the following information:

Golf is \$3.00 per day and one can either pay the fee or charge the same, and there is no locker charge.

Caddie fees are \$2.00 for eighteen holes.

Horseback riding is \$3.00 for the first hour and \$2.50 for every hour thereafter.

No corkage rate in the room.

The charge for ice is 50 cents.

The charge for room service is 50 cents per person.

Mr. Strayer also suggested that if we are interested in resort hotels that we get dates for the next few years as he said there were only about three or four resort hotels available. In response to a question from Mr. Marryott as to what the resort hotels were, Mr. Strayer named the following: French Lick Hotel, Palm Beach Biltmore, The Greenbrier, and the Saranac Hotel.

After an extended discussion it was concluded that the Home Office Counsel Committee be contacted through its chairman in order to secure a report from the Home Office Counsel Committee in reference to amending the five year rule with respect to home office employees. The Secretary was instructed to contact Mr. Kitch, Chairman of the Home Office Counsel Committee, at once in order that he could circularize his committee or delegate that duty to someone else, preferably Mr. Albert who was familiar with the entire problem, so that if possible the committee's reaction could be received in time to submit the matter to the 1950 convention, bearing in mind that it would be necessary

to amend the By-Laws and that in order to accomplish that at the 1950 convention a notice of the proposed amendment must be given by the Secretary to the members of the Association either by mail or publication in the Association Journal at least thirty days before the meeting.

It was then moved by Mr. Spray that the matter of the amendment of the By-Laws be referred to the Home Office Counsel Committee for their recommendation. The motion was seconded by Mr. Morse, and Mr. Marryott moved that the motion be amended to include a suitable rule for lawyers who were employed by insurance trade organizations, which amendment was accepted, and the motion was then unanimously carried.

The Finance Committee through Mr. Barton presented a "Notice of Proposed Amendment to By-Laws" to be published in the Journal together with the Resolution.

The recommended Amendment and the resolution will be found on page 128 of the Journal.

Mr. McGinn suggested the Grand Hotel at Mackinac Island as a possible meeting place for a future convention, and it was agreed that Mr. McGinn would contact Mr. Woodfill, the manager, and ask him to submit a proposal to the Convention Site Committee.

The meeting adjourned at 12:15 p. m.

L. Duncan Lloyd, President
John A. Kluwin, Secretary.

What Price Protection

BY HENRY W. NICHOLS

*Vice-President and General Counsel,
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IT is a distinct privilege to appear before the Illinois Bar Association. The honor extended is greatly appreciated. I bring you greetings from the American Bar Association and particularly its Insurance Law Section.

To many members of the Illinois Bar Association the American Bar is no stranger. Yet, as I travel about the country, I find that there are a surprising number of lawyers, some of whom are active in local and state Bar Associations, who know very little about the American Bar Association. This great Association has a membership of nearly forty-two thousand.

Its activities run the whole gamut of the law and shed their beneficial influence into nearly every nook and cranny of both the substantive law and its application. It aims to improve the administration of justice and it upholds the American way of life by supporting innumerable measures for the public good.

Because it is national in scope, with members from every state of the Union, the American Bar Association is peculiarly fitted to support those basic principles upon which our great Republic was founded. I consider it important to mention this in the light of my subject tonight,

for the American Bar and our State Bars are among the greatest sources of leadership in this country.

The United States is a young nation that is faced with the heavy responsibility of world leadership. Tired and despairing countries the world around are drawing upon our financial and industrial strength. They are looking to this powerful young nation for leadership that will bring hope and order out of an impoverished and disorganized world. There was never a time when the people of our country needed more to understand our history; when we needed more to take a firm hold of our great traditions.

In our one hundred and sixty years, the American people have been so busy with industrial and agricultural developments that we have been overlooking developments in government—particularly national government. We have been forgetting the basic ideals upon which our form of government was founded. When the historical perspective of great ideals is lost, men are apt to depart from tested principles with too little thought of the steps leading to our greatness. We forget the blood shed by brave men and the tears shed by patriotic wives and mothers.

One hundred sixty years may be a long time in the life of a nation, and it has been for some nations. Our republic, with its freedom, will not go on and on like "Old Man River." Proven ideals must be constantly guarded. Each generation in America must preserve freedom in its own time and in its own way. Our citizens must understand our greatness if we are to keep for another one hundred and sixty years those ideals that good peoples the world over are hoping and praying that we will be able to maintain.

Until recently in our history we have been so fortunate in leadership that it seems we have been favored by a kind Providence. Now we see less enthusiasm for the American way of life and a leaning toward foreign social and economic theories. We of the Bar should be more than just deeply concerned as we note the trend away from American institutions. Times are changing but good leadership can and must mold the change for the better, if America is to survive.

It cannot be expected that each individual in this vast nation will do the spade work necessary to arrive at sound conclusions. Where individuals cannot ex-

plore present trends, it must be done by sound, patriotic leadership. People look to leaders and they have a way of following leadership which is determined, persistent and vociferous even though it may not be the best. All cannot be left to government leaders who constantly have their eyes on votes. We, the members of the Bar of this nation, must make our contribution to meet the needs of sound, patriotic leadership.

We are pressed from every side by a communistic ideology which opposes every basic principle for which our republic stands. Its advocates will crush us from without unless we remain strong. Like termites they will undermine us from within if we are not alert. Besides, we are faced with an increasing demand for government control of our social and economic life. In a changing world, too many people have taken the road of least resistance until one country after another has succumbed to communism or creeping socialism, whether it be known by these names or something else. There is a need for clear thinking by all our citizens. They must fight insidious influences on every front.

We are at long last becoming aware of the communistic threat, particularly from within; we are beginning to see where it is and how it works. Whether we can keep it from absorbing these United States is a question that will not be answered in our generation. But our generation has a grave responsibility to preserve and strengthen our form of government at every opportunity. Our people must see that our strength lies in the power of a great collection of individuals as such—not in social collectivism.

We should be concerned over reasons why so many of our voters do not appreciate the traditional American concepts of government; why in the Congressional election of 1946 only 39% of the eligible voters went to the polls; why so many are willing to follow controllist measures that are foreign to all that has made this country great. No more fundamental topic could be considered by us here. It goes to the question of how each individual citizen of the United States enjoys his freedoms and opportunities and considers the question of whether this most powerful nation on earth can continue to maintain the ideals of a true republic.

Our people need to be warned repeatedly against what can happen if they continue

to surrender their individual responsibilities and drift toward centralized bureaucratic government. The apathy of majorities must be dispelled to prevent highly organized and secret minorities from undermining our free institutions. Failure to appreciate and guard what we have may result in such ownership and controls in a vast bureaucracy that dictatorship will follow as the only means of making it function.

I do not have to define our American way of life to lawyers or to lawyers' wives. Since the creation of our Constitution and Bill of Rights, lawyers have taken a leading part in public problems. Lawyers, perhaps more than any other group, understand the functioning of a true republic. They, perhaps as much as any other group, have the facilities and ability for making themselves heard. Lawyers can lead the fight against centralized, bureaucratic government. They can appeal to the public for support of time honored American institutions. For lawyers to fail in this is to sell America short.

There are, and always will be, problems that must be solved. Our needs can be met in the democratic ways of a true republic if the people who make up public opinion are informed by good leaders. Government will follow an informed public opinion. In a democracy people think and act as individuals. Sound leadership is necessary to keep out of the United States the collectivism that has spread to the far corners of the earth. It may be easier, in our country, to watch those who would overthrow the forces of democracy with violence, than to stop the influence of the millions of uninformed voters who are imbued with creeping socialism in its many phases. Free institutions thrive on sound public opinion. We members of the Bar must help to build it.

These are serious times. Our citizens have demonstrated time and again their readiness to lay down their lives to stem aggression. We are in a war now—not of tanks and planes but a war of aggression upon our established principles of government. Our people must be awake to this war between diametrically opposed philosophies of government. The greatest catastrophe which could fall upon the world today would be a fundamental change in the form of government of these United States. The world needs America. Government for the people and by the

people must not become just government of the people.

Cynicism concerning the better things of life is widespread. Our ideals and aims are being distorted and misrepresented by the opposition at home and abroad. Strange pressures and unusual irritations are generating confusion in all phases of human endeavor. Confusion breeds indifference. These things make it necessary that talented and well balanced citizens prevent temporary strains from causing permanent harm.

Out of these circumstances there rests a responsibility upon the shoulders of those of us who have benefited most from the blessings of liberty. If the lawyers of this country will but take the brave and determined stand that the situation demands they can have a profound influence upon the future of this nation. We must have determined leaders with a burning faith in our institutions and the courage to keep them constantly in the proper perspective before all our people. Ideals must be translated into action.

Time brings growth, progress and change. It would be a dull world in which time slipped by without any break in the even continuity of things. In our country the people have accepted the automobile, the airplane, radio and television with a sophistication that might indicate they were invented and delivered in response to orders placed in advance. How readily will the majority of our people accept social and political changes that may not be so advantageous? Herein is our danger.

United States government has grown from little to big government and no one can or would push it back entirely. Big government has become big business both in itself and in its relationship to all the big and little businesses of the country. Our problem is to keep government within its proper bounds. Today, federal, state and local government either absorbs or controls more than a quarter of the country's income and employs a staff of more than four million civilians to administer it. Each succeeding year the taxpayer is left less of his earnings to do with as he will. The federal civilian payroll alone now amounts to \$5,600,000,000 annually. In the year 1947, to pay the cost of Federal Government it took all the income of all the people in 25 of our states or forty-two and one-half billion dollars. No one escapes the burden of taxes; all pay either directly or

in higher costs for goods and services. The waste of the taxpayers' earnings by thousands of inefficient government agencies and bureaus is appalling. High taxes throttle the individual's incentive to work; to earn; to save and to venture with a portion of his savings. More important than the dollars taxed away from us is the fact that taxes can be a device for social revolution. Taxes can turn free men into instruments of government.

Social planners both within and without government are not concerned with the burdens of the taxpayer. Let me read you a paragraph from one of the official reports* of the Federal Social Security Administration which illustrates what I mean:

"If, as public assistance administrators, we have genuine conviction as to the applicant's rightful claim on society in time of need, if our feelings about this principle are not divided, we will be inclined to think and feel in terms of the applicant's needs and be less protective of the taxpayer . . ."

The danger is in this kind of thinking and the extent to which the government is crowding into our social and economic way of life with the concurrent decay of individual self-reliance. Consorting with ideologies alien to our historic concepts of individual freedom under government, these planners have adopted a host of theories to relieve the individual from the need of developing initiative and self-reliance. The danger is that our people in increasing numbers are accepting the sugar-coated pills while ignorant of the fact that the end result may be the loss of the American form of government and with it our freedom. We do not want government responsible for the all abundant life.

Certainly, there must be change. Let us be as certain as we can that the change spells progress and not a change that would destroy our government and retard the individual dignity of man for more years than any one here can estimate. Progress must be made within our time. Let us see to it that it is also made within the framework of the timeless principles of our constitution.

That the United States has progressed well the past one hundred and sixty years

is self evident. No nation has surpassed us. Nowhere on the face of the earth has the individual enjoyed such freedom and opportunity. Yet, from every corner of our land social and economic planners are misleading untold thousands of our people. These visionaries would have us believe that a higher standard of living may be had, without regard to individual initiative or contribution, by allowing the central government to plan our existence. Perhaps we should stop more often to compare our present living standards with those in other parts of the world. Half the population of the earth knows no luxuries and lives constantly in the face of hunger and disease. Half the people of the world still live in ignorance. Our living standards are the envy of the world. The wonder of it is that so many people in this land of the free can be misled.

We grant that more enlightened people are constantly striving for freedom and economic security. In the light of history the gains made in America have been rapid. Economic improvements can and will continue under our American system. But thinking people should seek these improvements by means of their own initiative and self-reliance, not as wards of government. Domination of life by government is not security.

Millions are being squeezed between theories and taxes because they are unorganized and lack leadership. Current developments in our federal government suggest that the time is at hand when the brakes should be applied to our gigantic spending program. The spotlight of true perspective should be thrown upon this tax and spend philosophy before our free economy disappears altogether and with it our freedom of action in nearly every walk of life. We do not want bankrupting bureaucratic collectivism that substitutes controlist measures for representative government. We prefer the dignity of the individual.

It is not the function of government to produce for us all the needs of life. There isn't a thing that government can do as economically and efficiently as private industry can do it. The government has not proven that it can spend our earnings as efficiently as we can do it for ourselves. You cannot spend either a home or a government into lasting prosperity.

We are promised rent controls, low cost housing, easy mortgage money, increased

*Public Assistance Report No. 8 "Common Needs," Social Security Board (Administration), Bureau of Public Assistance, Washington, D. C., 1945.

social security benefits, including higher old age pensions for more people; socialized medicine and health and disability insurance for all, unemployment pay with higher compensation covering more workers; federal aid to education and free lunches for all school children; more farm price supports; more federal developments; increased minimum wages; competition with steel and other industries when government planners find it in short supply; floors under falling prices and ceilings over rising prices, and incidentally, the collection of \$4,000,000,000 in additional taxes and \$2,000,000,000 more for social security.

Take for example the several major bills to provide national health insurance and a public health program. They sound very nice. But for all practical purposes they bring medical services under federal government control and put most doctors on the federal payroll to provide free service to a large percentage of our people. It is estimated that this service would cost the taxpayers four billion dollars to start and we are told that eventually it would cost ten to fourteen billion dollars annually.

In England, where socialized medicine is now a reality, when you need a corn or an appendix removed, a new set of teeth or eye glasses, a headache powder, or treatment for bee stings a government doctor prescribes and the government provides. If you need simple dental work your dentist may do it, but before a dentist can do an extensive job he must get authority from the government dental board involving much paper work and delay. Filling in and signing forms of many colors and sizes has become a major part of the English doctor's life. Most British doctors are over-worked and many claim they cannot make ends meet on their income. The British government estimates that a doctor treating 4,000 patients should earn about \$8,500 after expenses. Cost estimates to care for the 41,000,000 English people under the plan run to \$2,000,000,000 annually. That isn't exactly "free" treatment. And we are told that both the quality and efficiency of medical care has deteriorated in the effort to meet the demands for greater quantity.

Not only has the government regimented the doctors of Great Britain but a cynical eye has been cast upon the doctors by the socialists who consider the medical profession a capitalistic class. In leveling the income of doctors the socialists are driving away from the medical profession some of

England's best young men. Ultimately, the English people may find that they have less, not more, expert treatment. I wonder if this invasion of the home by government appeals to the wives and mothers of America.

There is need in some sections of the United States for more doctors and nurses and hospitals. Determined efforts should be made to prove that voluntary methods are adequate. Strong leadership will recognize weaknesses and work for improvements. We don't have to follow foreign measures. Let us hope that our needs can be met in the American way and thereby avoid compulsion under social legislation that would destroy freedom of choice and adequate reward for merit. Bureaucratic compulsion only cheats the people of a free democracy.

Features as interesting and dramatic could be pointed out in connection with nearly every one of the many plans that go to make up the welfare state. Farmers are beginning to worry about the extent to which government is controlling their efforts and lawyers have been concerned about a growing practice before government bureaus instead of courts. But let me touch upon one other subject and if what I say is sound, the ladies present may possibly find a point of view to bring before their Parent-Teachers Association.

In a large sense, principals and teachers of our public schools in the United States are woefully underpaid. School children in some sections of the country are inadequately housed and text books and other school materials are in scant supply. The public and the teachers organizations are demanding improvements and they will not be denied. If adequate educational facilities are not provided on the state, county and local level, then we will have no one but ourselves to blame if central government takes over.

The federal government in 1949 will spend nearly a billion dollars for educational purposes through some two hundred programs sponsored by various federal departments and agencies. This does not include about \$2,500,000,000 which will be spent for education through the Veterans Administration.

According to the Hoover Report: "We have overlapping an independent curricular promotion on the federal level. It has no semblance of the overall curricular co-ordination considered essential at state

and local educational levels. As other agencies of the government realize the potency of the public schools of the country in promoting their individual causes, this situation could easily become chaotic."

In addition, federal aid to public schools in every state is now a very live topic. A bill recently passed by the Senate calls for a \$300,000,000 annual expenditure for public schools. This would be only the beginning. The amount contributed by the federal government will increase rapidly. But the immediate issue at stake is not whether the federal taxpayers will be loaded with another \$300,000,000 burden; the real issue is whether we shall maintain a locally supported and controlled public school system. Upon this decision may hang the future of our way of life in America.

Communistic trends have been filtering into our public school system ever since the end of the first World War. Subtly worded text books have been introduced that gradually, but surely, would poison the minds of our children. Other nations have given us adequate examples of what happens when the youth of the land is indoctrinated by government. American representatives aiding in the administration of affairs in Germany since the end of World War II have sent back ample evidence of the Hitler youth movement and what it did to the minds of the children of Germany. The generation under Hitler, in large part, has become a lost generation and the hope of thinking as free men in Germany lies not in the impossible task of reconditioning the youth of Hitler, but rather in the proper training of the coming generations.

We are told that the present school aid bill does all that words can do to assure the public of no federal control. Legislation, however, may last only from one Congress to the next and as the amount of federal aid increases under Congressional authority there would be demand and opportunity for revised legislation.

With federal contribution there is always some federal control and grave danger of an all powerful control. Within a generation, under a federalized school system, if the welfare state has not been extended over our entire social and economic life there will be grave danger of it. A subsidized people is not a free people.

Dr. Charles Seymour, President of Yale University, has declared that he wants no

part of federal grants for educational purposes. He believes that with proper leadership any state in this Union can adequately take care of the education of its children.

Nicholas Murray Butler has written that: "There is not enough money in the United States, even if every dollar of it were expended on education, to produce through Federal authority or what is naively called co-operation between the Federal Government and the several states, educational results that would be at all comparable with those that have been already reached under the free and natural system that has grown up among us.

"Unless the school is both the work and pride of the community it serves it is nothing. A school system that grows naturally in response to the needs and ambitions of a hundred thousand different communities will be a better school system than any which can be imposed upon those localities by the aid of grants of public money from the Federal Treasury, accompanied by Federal regulations, Federal inspections, Federal reports, and Federal uniformities.

Representative Ralph W. Quinn of New York, speaking before the House of Representatives sometime ago stated: "Modern history proves with tragic clarity that where a nation's education is placed under a federally controlled system, freedom dies out. May the Federal Bureau of Education never become the Federal Commissar of Education in America."

I could go on but I would tire you with needless repetition. We must watch these planners and dreamers for the welfare state. Whether their aims be borne of ignorance of history and free men's inheritance, or be spawned through frustration and cynicism, they are dangerous. We, in this generation, have no right to saddle our grandchildren with tax burdens born of our indifference and extravagance.

Samuel Gompers, after studying conditions in Europe, warned in an address given more than thirty years ago: "I bid you have a care in all these attempts to regulate the personal relations and the normal activities of the citizenship of our country ere it be too late. * * * For a mess of pottage, under the pretense of compulsory social insurance, let us not voluntarily surrender the fundamental principles of liberty and freedom."

The danger is inherent in the socialistic doctrine and also in the all too many zealots scattered here and there throughout

the millions of government officials. Let me call your attention to one more quotation from the Bulletin of the Federal Social Security Administration. Here the writer says:

"Social security and public assistance programs are a basic essential for attainment of the socialized state envisaged in democratic ideology, a way of life which so far has been realized only in slight measure."

Would the gentleman who wrote that paragraph like India where laborers make as little as five cents a day; or Russia where life is molded by the State?

What we need in this country is not more public assistance programs under government regulation and interference but a keener realization that we owe ourselves a free opportunity to earn and retain a decent living in the good old American way.

Henry Bastiat, the celebrated French economist, who lived in the times of Karl Marx, wrote a hundred years ago:

"Cast your eye over the globe. Which are the happiest, the most moral, and the most peaceable nations? Those where the law interferes least with private activity; where the government is the least felt; where individuality has the most scope, and public opinion the most influence; where the machinery of the administration is the least important and the least complicated; where taxation is lightest and least unequal, popular discontent the least excited and the least justifiable; where the responsibility of individuals and classes is the most active, and where, consequently, if morals are

not in a perfect state, at any rate they tend incessantly to correct themselves; where transactions, associations and meetings are the least fettered; where labor, capital and production suffer the least from artificial displacements; where mankind follows most completely its own natural course. . . ."

Developments reported from Washington since I prepared this paper indicate that Congress is beginning to hear from the people back home. Congress will probably adjourn next month and the 82nd Congress will soon convene. What happens in the 82nd Congress may be the turning point for the United States. We need to build a strong opposition now to those planners in and out of government who may seize upon a temporary business recession to drive ahead their plans for permanent social and economic controls.

In facing our problems and providing leadership let us keep in mind the words of the immortal Lincoln:

"There is an important sense in which the Government is distinct from the Administration. One is perpetual; the other temporary and changeable. A man may be loyal to his Government and yet opposed to the peculiar principles and methods of the Administration."

We must oppose vigorously the peculiar theories so contrary to the basic principles upon which our Great Republic rests. We lawyers should accept our responsibilities enthusiastically. We should meet these challenges to our American institutions through wholehearted and devoted leadership.

23RD ANNUAL CONVENTION

THE GREENBRIER HOTEL

WHITE SULPHUR SPRINGS, WEST VIRGINIA

JULY 6, 7, 8, 1950

Insurance Becomes Commerce

BY JAMES B. DONOVAN
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(The first in a series of two articles)

LEGL legal developments within the past five years have marked the period as one of unprecedented significance for the business of insurance. Its new status as commerce has created a multitude of novel problems in constitutional law, anti-trust law, administrative law, taxation, and other fields. Since many of these issues will be finally resolved only by litigation and judicial determination, insurance counsel in every State will wish to be generally familiar with this historic development. It will be the object of these articles to present a survey of the events which have created a new era in insurance law.

The first article will be devoted to a summary of what may be regarded as the basic materials required by a lawyer for analysis of a problem involving the status of insurance as commerce. These will include the original South-Eastern Underwriters case, the McCarran Act (sometimes colloquially referred to as "Public Law 15") and the germane State statutes which have been enacted. The second article will be a brief study of what the courts have wrought from those basic materials, or in other words, the applicable case law to date.

I

THE DECISION OF THE SUPREME COURT

On June 5, 1944 in *United States v. South-Eastern Underwriters Association*,¹ the Supreme Court of the United States by a 4-3 decision determined for the first time that (a) an insurance company conducting a substantial part of its business across State lines is engaged in "commerce among the several States" and is subject to regulation by Congress under the Commerce Clause of the Constitution, and (b) the Sherman Anti-trust Act is applicable to the business of insurance.

For seventy-five years the Supreme Court

had consistently held that the Commerce Clause did not deprive the individual States of power to regulate and to tax specific activities of foreign insurance companies which sold policies within their territories.² In the course of these decisions the Court had stated that "issuing a policy of insurance is not a transaction of commerce,"³ "the business of insurance is not commerce,"⁴ and "contracts of insurance are not commerce at all, neither state nor interstate."⁵ Upon such decisions, and an assumption of consequent lack of Federal power, was founded the system of insurance regulation by the several States.

In the S. E. U. A. case Mr. Justice Black, speaking for a majority of the seven Justices who participated,⁶ analyzed these authorities. He pointed out that certain activities of a business may be intra-State and therefore subject to State control, while other activities of the same business may be interstate and therefore subject to Federal regulation. He observed that there is a wide range of business and other activities which, though subject to Federal regulation, are so intimately related to local welfare that, in the absence of Congressional action, they may be regulated or taxed by the States. The primary test applied by the Court to such activities, the Justice said, is not the mechanical one of whether the particular activity affected by the State regulation is part of interstate commerce, but rather whether, in each case, the competing demands of the State

¹322 U. S. 533, 64 Sup. Ct. 1162, 88 L. ed. 1440 (1944), noted in 44 Col. L. Rev. 772 (1944), the subject of Powell, "Insurance as Commerce" (1944) 57 Harv. L. Rev. 937 and Levit, "In Memoriam: Paul Against Virginia," XII Ins. Counsel Journal No. 2, April, 1945, pp. 30-37.

²First held in *Paul v. Virginia*, 8 Wall. 168 (1868). Subsequent cases are collected in Gavit, the Commerce Clause of the United States Constitution (1932) pp. 134-139. See also *United States v. South-Eastern Underwriters Association*, 322 U. S. 533, 544, 567. The precise question of whether Congress has the power under the Commerce Clause to regulate interstate insurance transactions had never been submitted to the Court.

³*Paul v. Virginia*, 8 Wall. 168, 183 (1868).

⁴*Hooper v. California*, 155 U. S. 648, 655 (1895).

⁵*N. Y. Life Ins. Co. v. Deer Lodge County*, 231 U. S. 495, 510 (1913).

⁶Mr. Justice Roberts and Mr. Justice Reed took no part in the consideration or decision of the case. 322 U. S. 533, 562.

and national interests can be accommodated. Reviewing the varied activities which had been held by the Court to be interstate commerce, he concluded:⁷

"No commercial enterprise of any kind which conducts its activities across state lines has been held to be wholly beyond the regulatory power of Congress under the Commerce Clause. We cannot make an exception of the business of insurance."

The majority of the participating Justices next held that the comprehensive language of the Sherman Act embraced the business of insurance and that there existed no evidence of a contrary Congressional intent. If exceptions are to be written into the Act, "they must come from the Congress, not this Court."⁸ The argument that the Sherman Act necessarily invalidated many State laws regulating insurance was dismissed as "exaggerated."⁹ The Court accordingly held that a conspiracy to restrain interstate trade and commerce by fixing and maintaining arbitrary and non-competitive premium rates on fire and allied lines of insurance in six States, and a conspiracy to monopolize such interstate trade and commerce, are violations of the Sherman Act.

Three Justices (Jackson, Frankfurter and the late Chief Justice Stone) dissented, each writing a separate opinion.¹⁰ In accordance with the determination by the four-man majority, the decision of the District Court for the Northern District of Georgia dismissing the indictment as insufficient in law, was reversed.¹¹ The issues in the case were never actually tried, however, for reasons hereinafter set forth.

⁷322 U. S. 533, 553.

⁸Id. at 561.

⁹Id. at 562.

¹⁰It was the view of Chief Justice Stone and Mr. Justice Frankfurter that the modern business of insurance is not commerce but yet is subject to Congressional power under the Commerce Clause. 322 U. S. at 562, 583. This belief divided the Court, in reasoning but not result, in another case decided in the same term, *Polish Alliance v. N. L. R. B.*, 322 U. S. 643 (1944). Mr. Justice Jackson's dissent in the S. E. U. A. case was based upon his conviction that while "abstract logic" might support the majority, "the common sense and wisdom of the situation seem opposed." 322 U. S. at 589.

¹¹For District Court opinion, see 51 F. Supp. 712 (1943). The case went to the Supreme Court on direct appeal under the Criminal Appeals Act, 18 U. S. C. 682. 35 States had filed briefs as *amicus curiae* urging affirmance of the District Court decision; 41 States later petitioned the Court for a re-hearing (denied, 323 U. S. 811).

II THE DECISION OF CONGRESS

The S. E. U. A. decision immediately became the subject of controversy. Although Attorney General Biddle issued a statement to the contrary,¹² many officials, insurance executives and counsel feared that the foundations of State regulation and taxation had been shaken.¹³ It was contended that the decision reversed a Supreme Court practice instituted by Marshall not to decide a constitutional question except by a majority of the full Court.¹⁴

Others criticized the Department of Justice for proceeding in such a novel case under the criminal, rather than the civil, provisions of the Sherman Act. Some saw the decision as the welcome discarding of an unrealistic fiction. But of paramount importance was a pending struggle in Congress.

While the S. E. U. A. case was before the Court, there were introduced in both Houses of Congress companion bills to exempt the business of insurance from the Sherman and Clayton Anti-trust Acts.¹⁵ With opposition including the Department of Justice, the Attorney General of Missouri and Senator O'Mahoney (D., Wyo.), the bills were still being considered at joint public meetings of House and Senate Ju-

¹²90 Cong. Rec. Part 10, pp. A3359, A3360, June 23, 1944. Mr. Biddle later announced that no further action under the anti-trust laws would be taken until Congress and the States had an opportunity to act. Joint Hearings on S. 1362, H. R. 3269 and H. R. 3270 before Subcommittees of Committees on the Judiciary, 78th Cong., 2nd Sess., (hereinafter referred to as "Joint Hearings") Part 6, p. 639, June 23, 1944.

¹³Sen. Rep. No. 20, to accompany S. 340, Committee on the Judiciary, 79th Cong., 1st Sess., January 24, 1945. Not all insurance interests agreed with this view. See statement of Senator O'Mahoney, Joint Hearings, Part 6, p. 639, June 23, 1944. Newspaper editorial opinion was summarized in Note (1944) 44 Col. L. Rev. 772, 773 as "in general, violently opposed to the decision." See also Hughes, "Has a State still the right to regulate a foreign insurance company doing business within its borders, since insurance is interstate commerce," XI Ins. Counsel Journal No. 4, Oct., 1944, pp. 80-85.

¹⁴Article, Charles Warren, N. Y. Times, June 8, 1944, p. 16, Cols. 2, 3; contra, Note (1944) 44 Col. L. Rev. 772, 773; letters, Hinds and Fraenkel, N. Y. Times, June 12, 1944, p. 18, col. 6.

¹⁵H. R. 3270, S. 1362, 78th Cong., 1st Sess., introduced on September 20 and 21, 1943. See Note (1943) 32 Geo. L. J. 66.

diciary Subcommittees when the S. E. U. A. decision was rendered.¹⁶ Further hearings were held and bills proposed by various interests. On January 18, 1945, Senators McCarran and Ferguson introduced a measure which, after prolonged debate and substantial amendment, passed both Houses and was approved by President Roosevelt on March 9, 1945.¹⁷ As subsequently amended,¹⁸ the McCarran Act in substance provides that:

- (a) The insurance business shall continue to be subject to State regulation and taxation, and no Act of Congress shall be construed to interfere with such business unless the Act specifically relates to it.
- (b) Until June 30, 1948, the Sherman Act, Clayton Act, Federal Trade Commission Act and Robinson-Patman Act shall not apply to the insurance business; thereafter they shall apply "to the extent that such business is not regulated by State law."¹⁹
- (c) This Act shall not render the Sherman Act inapplicable to boycott, coercion or intimidation, nor shall it affect the applicability to the insurance business of the National Labor Relations Act, the Fair Labor Standards Act or the Merchant Marine Act.

¹⁶Joint Hearings, *supra*, Parts 1-6. The House passed the bill on June 22, 1944 by a vote of 283 to 54. The Senate Committee on the Judiciary favorably reported it on September 20, 1944, with a strong minority dissent. The bill died in the Senate without vote.

¹⁷P. L. No. 15, 79th Cong., 1st Sess., Ch. 20, Secs. 1-5 (March 9, 1945); 59 Stat. 33, 34, 15 U. S. C., Secs. 1011-1015. As introduced, the measure was based upon a draft by a legislative committee of the National Association of Insurance Commissioners. See 91 Cong. Rec. 504, Jan. 25, 1945.

¹⁸The "moratorium" period in the Act, originally to end January 1, 1948, subsequently was extended to June 30, 1948, by Congress on its own initiative. P. L. No. 238, 80th Cong., 1st Sess., ch. 326 (July 25, 1947). The extension was stated by the Senate Judiciary Committee to be desirable "in order to provide the Congress an additional time to examine into the situation more completely than it has been able to do during the present session." Sen. Rep. No. 407, 80th Cong., 1st Sess. (1947).

¹⁹Because the Act fails to repeat a reference to the Robinson-Patman Act, the criminal provisions of that statute probably are not applicable to the business of insurance. Those provisions which are amendments to the Clayton Act are, however, probably applicable "to the extent that such business is not regulated by State law."

III

THE DECISION OF THE STATES

When the McCarran Act became law on March 9, 1945, regulation by the several States varied from relatively complete supervision of all lines of insurance²⁰ to little or no regulation of many classes. Collaborative action believed to be essential in certain kinds of insurance²¹ could fall within the sweeping prohibitions of the Federal anti-trust laws. But under the McCarran Act, after June 30, 1948, such laws with minor exceptions are applicable to the business of insurance only "to the extent that such business is not regulated by State law."²²

The measure of State regulation thus became the yardstick of immunity from Federal anti-trust laws. After enactment of the McCarran Act, the principal problem confronting State authorities and the industry accordingly was to consider what new State controls should be formulated during the moratorium to June 30, 1948, in order to preserve a system of regulation exclusively by States.²³ Extended conferences between the National Association of Insurance Commissioners and an All-Industry Committee resulted in the drafting of model statutes, which were accepted with and without modification by the various State legislatures. We may briefly review these newly enacted laws, summarizing the legislation in effect on January 1, 1950. For simplification, statutory citations are omitted; these are collected elsewhere²⁴ and may be found in the Insurance Codes of the individual States.

²⁰E.g., N. Y. Ins. Law, L. 1939, ch. 882.

²¹E.g., the pooling of insurers' experience in most lines to obtain sound rates. See Mowbray, "Insurance, Its Theory and Practice in the U. S." (N. Y. 1930), Chapter XIX.

²²McCarran Act, Sec. 2(b); 15 U. S. C. 1012(b). Cf. Parker v. Brown, 317 U. S. 341 (1943), for similar result, in analogous situation, without such a statute.

²³Desire for regulation by a Federal agency at the time was disavowed by the industry, the President, the Dept. of Justice, and all Congressional sponsors of the legislation. See Joint Hearings, Part 6, pp. 637-640. In a letter to Senator Radcliffe, President Roosevelt stated that his administration was "not sponsoring Federal legislation to regulate insurance or to interfere with the continued regulation and taxation by the States of the business of insurance." 91 Cong. Rec. 503, Jan. 25, 1945.

²⁴Annual Reports, Committee on Status of Insurance, Amer. Bar Assn. See also Note (1947) 47 Col. L. Rev. 1314.

RATE REGULATION

The most important field covered by the new legislation is the regulation of premium rates, especially when rates are made by combinations of insurers. To authorize such activities under proper regulation, and hence to effect an exemption from the price-fixing ban of the Sherman Act, has been the major task of the State legislatures.

The model rating laws, in broad outline, provide that:

1. Rates must meet certain standards (they cannot be "excessive, inadequate or unfairly discriminatory").
2. Rates must be filed with the State Commissioner of Insurance, who is granted various powers if rates fail to meet the statutory standards.
3. Companies need not combine in rating matters, but may do so if their organizations for such purposes are licensed and supervised by the State.

Such a system of regulation for various lines of insurance existed in many of the States at the time of the S. E. U. A. decision and passage of the McCarran Act.²³ While some State statutes vary in details, the proposed models have been substantially followed in almost all jurisdictions. The statutes contain appropriate provisions relating to notice, hearing and judicial review for all interested parties.

Such laws now exist in every State with respect to fire insurance and in almost all States for casualty insurance, fidelity and surety lines, and inland marine insurance.²⁴ These statutes continually present legal problems in such matters as rate hearings, judicial review, anti-trust violations, etc.

FAIR TRADE PRACTICES

Twenty-four States²⁵ have enacted "fair

²³See Note 33 Geo. L. J. 70 (1944) for summary.

²⁴Noteworthy variations are: in some States (e.g. Texas, Louisiana and Virginia) the State makes the rates for many lines; in California and Missouri, rates are filed only upon demand by the Commissioner; in Montana rates must be filed only when made by a combination of insurers. Idaho alone has no rate regulatory laws for lines other than fire insurance.

²⁵Ark., Col., Fla., Ind., La., Me., Md., Mass., Mich., Minn., Neb., Nev., N. Hamp., N. J., N. Mex., N. C., Penna., S. C., S. D., Tenn., Utah, Wash., Wisc.

trade practices" legislation intended to regulate such activities and hence to effect an ouster of the Federal Trade Commission Act. The usual State statute of this type first prohibits certain enumerated unfair acts and practices (such as false advertising, defamation of competitors, rebates, etc.). The Insurance Commissioner is empowered to issue cease and desist orders against violations, after due notice and hearing. The statute further contains a general prohibition of acts which the Commissioner finds, after hearing, to be unfair or deceptive. These may be reported to the Attorney General of the State, who is empowered to commence court proceedings to enjoin and restrain their continuance.

INTER-LOCKING CONTROLS

Ten States²⁶ have passed statutes designed to deal with the types of inter-locking controls which are forbidden by the Clayton Act. These laws usually provide that interlocking directorates, and purchases of other company stock, are authorized unless competition would be substantially lessened or monopoly be created thereby.

UNAUTHORIZED INSURERS

One of the more difficult problems under State regulation has been how to supervise effectively the activities of unauthorized insurers, such as companies doing solely a "mail order" business conducted outside the State. Even since enactment of the McCarran Act re-affirming State regulation, the Federal Trade Commission has been disposed to enter this field. Proposed Fair Trade Practice rules for mail-order insurers have been promulgated by the Commission²⁷ and final disposition of them is now pending.

Various statutes concerning the activities of unauthorized insurers and their agents existed even prior to the McCarran Act.²⁸ In order further to cope with the problem, there now have been enacted statutes which enable claimants to obtain service of process upon such companies. Ten States²⁹ have enacted laws (first proposed in late 1948) and similar legislation is pending in many others³⁰

²⁶Calif., Conn., Ill., Ind., Mass., N. Hamp., N. J., N. Y., Penna., Wash.

²⁷F. T. C. Release, April 28, 1949.

²⁸See conviction of such an agent in Robertson v. California, 328 U. S. 440 (1946).

²⁹Calif., Iowa, Kan., Me., Md., Mich., Neb., N. Hamp., N. Y., Penna.

³⁰Corin., Fla., Ga., Ill., Mo., Ohio, Texas.

ACCIDENT AND HEALTH REGULATION

Model provisions for regulation of accident and health insurance were adopted by the N. A. I. C.—All-Industry group and have now been enacted in twenty states.²⁸ The statute provides for the filing of pol-

icy forms and premium rates. The Commissioner is entitled, after notice and hearing, to disapprove any form containing inequitable or deceptive provisions and also any form providing benefits which are unreasonable in relation to the premium charged.

Avoiding the Hazard of Excess Liability and the Expense of Defense by Settlements for the Policy Limits

BY W. L. KEMPER, *Houston, Texas*

DURING the discussion which followed the presentation by Mr. James Dempsey at Bretton Woods, of his excellent paper upon the subject of "Preventing Liability in Excess of the Policy Limits," I made bold to suggest the possible existence of still another remedy of preventing such liability in addition to those which he had advanced. The suggestion asserted possible availability, under the terms of the new standard policy, of the method of making payment of the full limits of the policy accompanied by the surrender to the assured of such continued defense as should be requisite to his own further interest in the case and asserted its availability as probably arising at least in certain circumstances.

Considerations that warrant extending the assured a defense, independently of the obligation to defend under the policy itself and as a matter instead, of pure business policy, not infrequently absent themselves in circumstances in which the assured has discovered that he is uninsured and is vigorously demanding that also his own potential liability in excess of his policy limit be liquidated through a settlement by his insurer and at its expense. Such considerations are particularly absent in circumstances in which the assured is simply repeating his roll from lessons learned through similar previous experiences. At least the method suggested here is one aside from those considerations. It relates directly only to the duty to defend under the obligation as imposed by the terms of the policy itself. That is, merely the possible legal availability alone of the method was advanced either at that time or here.

As imposed now by the policy terms, it is only "As respects the insurance afforded by the other terms of this policy under coverages A and B" (Bodily Injury Liability and Property Damage Liability) that "the company shall: (a) defend any suit against the insured * * * even if such suit is groundless, false or fraudulent * * *." The method here advances the simple conception that now the very opening words may truly be taken at their own face value and that the only obligation thereunder "to defend," is a bare promise conditioned upon also the existence of the obligation to pay.

Holdings that, under former policy terms, the promise to defend was an absolute and unconditional promise, have stemmed principally from a view entertained at one time by the Supreme Court of Michigan and which was stated in its opinion in *City Poultry & Egg Co. v. Hawkeye Casualty Co.*, 297 Mich. 509, 298 N.W. 114, as being "that the undertaking (in the policy) to defend and the undertaking (in the policy) for payment of damages were severable and independent." Not only was the view accompanied in the same decision by an expression, even at that time, of the further opinion of the Michigan Court itself that "the insurance company could have limited its obligation to the defense of suits where, on the facts, the insurance company was liable to the insured in case of judgment"; but also the better-considered holdings themselves have stated that the obligation to defend has covered only cases actually falling within the scope of the policy and which were within neither a specific exclusion nor a breach of its conditions, however "groundless, false and fraudulent" such cases might be, and the Michigan Court, as well, has now even abandoned

²⁸Ariz., Colo., Conn., Del., Fla., Ind., Md., Mass., Mich., Minn., Neb., N. Hamp., N. Mex., N. Y., Ohio, Okla., S. C., Vt., Wash., Wisc.

its own erstwhile view. Many of these better-considered holding are cited in *Marshall's U. S. Auto Supply, Inc. v. Maryland Casualty Co.*, 354 Mo. 455, 189 S. W. (2d) 529, 532, wherein it is particularly held that while suits for all injuries covered by the policy, even if groundless, must be defended, the insurer is without any obligation to defend groundless suits for losses which are clearly excluded. In another of these holdings in *United States Fidelity & Guaranty Co. v. Reinhart & Donovan Co.*, 171 F. (2d) 681, 685, it is stated by the Court of Appeals of the Tenth Circuit that "An insurer is not obligated to defend a groundless suit when it would not be liable under its policy contract for any recovery had therein." In still others by Texas courts, as stated in *Farmers Cooperative Society v. Maryland Casualty Co.*, 135 S. W. (2d) 1033, 1038, col. 1, "It has been held, and is a well established rule, that the insurer under such a policy cannot be called upon to defend a suit against the insured in which the petition upon its face alleges a suit of facts not covered, but excluded from, the policy provisions"; and of similar effect is another opinion of the Texas court in *West Texas Stone Co. v. Employers Casualty Co.* (Er. Ref. W. M.), 178 S. W. (d) 168, 170, col. 2. That is to say, under all of such better-considered holdings and notwithstanding the erstwhile view of the Michigan Court to the contrary, the construction generally approved of former policy terms has been couched in some such language as that in which it was put by the Texas court in *Great American Indemnity Co. v. City of Corpus Christi* (Er. Ref. W. M.), 192 S. W. (2d) 917, 919, viz: "under the policy, the duty to defend suits does not exist independently of the duty to pay the loss from the liability imposed by law upon the insured should such liability be established."

In holding now that, under the new terms of the standard policy, there is no obligation to defend a liability with respect to which the policy provides no insurance, the court in *American Fidelity Co. v. Deerfield Valley Grain Co.*, et al., 43 F. Supp. 841, 844, has stated such construction, viz:

"* * * the words 'as respects insurance afforded by this policy' can only mean that the insurer is required to defend only suits, the complaints in which allege facts which, if proved, establish liability upon the insured, and with respect, to

which liability the policy provides insurance.

"In other words the Insurance Company has limited its obligation to the defense of suits where, on the facts, the Insurance Company is liable to the insured in case of judgment."

Hence, the obligation to defend is limited by the new policy terms to the identical language in which the Michigan Court itself had suggested in the Hawkeye case, would effectively so limit the duty to defend to those "suits where, on the facts, the insurance company was liable to the insured in case of judgment."

In 1943, the Supreme Court of Michigan in *Duval v. Aetna Casualty & Surety Co.*, 304 Mich. 397, 401, 8 N. W. (2d) 112, 113, not only followed the decision in the Deerfield Valley case but even adopted the criticism therein of its own prior opinion in *City Poultry & Egg Co. v. Hawkeye Casualty Co.*, *supra*, and pointed out fully the reasons for which it now holds that "the duty of the insurance company to defend was not independent of the duty to pay damages, if any. The two provisions are not separable."

In 1942, the Supreme Court of Kansas in *El Dorado R. Co. v. U. S. F. & G. Co.*, 157 Kan. 198, 139 Pac. (2d) 369, worded the duty of the insurer to defend in the following language:

"In other words, the insurer would not be bound to defend in actions wherein he would have no liability in case the plaintiff secured judgment against the employer."

And in 1944, in *Leonard v. Maryland Casualty Co.*, 158 Kan. 263, 146 P. (2d) 378, 380, the Court, on this same point, followed its own prior opinion, citing numerous additional authorities, including particularly the opinion in the Deerfield Valley case and other federal decisions.

In the decision of the District Court of New York in *Howard v. Massachusetts Bonding & Ins. Co.*, 69 F. Supp. 248, wherein by the policy it was "agreed that as respects insurance afforded by this policy the company shall defend," the Court stated its duty to do so at page 250, col. 2, of the opinion, saying:

"The cases are clearly to the effect that the duty to defend is against litigation in which a recovery is sought from a policyholder for a cause of action arising

WITHIN THE COVERAGE of the policy," resting this construction upon that in the Deerfield Valley case in particular and pointing out from a Virginia decision, as follows:

"It is scarcely logical to hold that this provision (the defense clause) * * * would be intended to bind the insurer to take charge of and defend a suit in which, under the terms of the policy, *it had no interest* * * * it would result in compelling the insurer to waive its claim of non-liability * * * (the clause) must be read in connection with the fundamental contractual obligation."

Even the contention that a *severable* obligation exists to defend the insured against a liability in excess of the limits of a policy was advanced under the new terms of the standard policy but was expressly overruled by the Court of Appeals of the Seventh Circuit in *Denham v. LaSalle-Madison Hotel Co.*, 168 F. (2d) 576, where in construction of such provisions and with respect to which contention, the Court held there, viz:

(p. 584) " * * * It is argued that this obligation exists *regardless* of whether the insurer is liable in excess of the \$10,000 which has been tendered. The contention is predicated upon Sec. 1-B of the policy, which provides:

"It is further agreed that *as respects insurance afforded by this policy*, Underwriters shall—

"(1) Defend the Assured in his name and behalf any suit against the Assured alleging such loss and seeking damages on account thereof, even if such suit is groundless, false or fraudulent * * *."

" * * * True, paragraph (1) gives some color to the defendant's argument, but that paragraph IS LIMITED TO the phrase which precedes it, '*as respects insurance afforded by this policy*.' Upon plaintiff's tender of \$10,000, its liability for the payment of losses was extinguished. It was only obligated to defendant '*AS RESPECTS INSURANCE AFFORDED BY THIS POLICY*,' and *there being no further insurance afforded*, we are of the view that *its obligation to defend was likewise terminated*. Defendant's theory would produce the incongruous situation that plaintiff

would have a continuing obligation to defend, notwithstanding its obligation to pay has been exhausted. We are of the view that *no such liability was intended by the provision in question* and that it cannot reasonably be so construed."

Moreover, where a proper settlement has been made with third party claimants, there is no obligation to defend after payment, under such settlement, of the policy limits. In October 1944 the Supreme Court of Michigan in *Kallas v. Lincoln Mutual Cas. Co.* 309 Mich. 626, 16 N. W. (2d) 99, approved a settlement by an insurer *with the claimants* against its insured, for the full amount of its policy limits (less only reduction for present payment for the period during which litigation would have pended) under which settlement there was reserved by the claimants their right of action against the insured for sums *in excess of the amount of the policy*; and in the suit subsequently brought against the insured there, the insurer having refused to defend its insured, the Court further held in effect that by the settlement the insurer had discharged fully all of its responsibilities to its insured and *even disallowed the insured's recovery in the trial court for the expense of his defense of the suit brought by the claimants against him or otherwise*.

In connection with the holding in 1939, of the Supreme Court of New Hampshire in *Lumbermens Mutual Casualty Co. v. McCarthy*, et al, 8 A. (2d) 750, 126 A. L. R. 894, that where the insurer had *paid its individual policy limit* in satisfaction of a judgment for injuries to a child in a suit which the insurer had defended, it was not also required to defend a subsequent action by the father for consequential damages, the Court further held, in effect, that if the insurer had simply not elected there, to defend throughout the trial but had chosen instead to settle, the insurer would not have owed the duty to defend even so much of the suit as was brought for injuries to the child and that it was only by its conduct that it was required to do so, under the principle that the insurer cannot abandon the defense during a trial or "*in midcourse and under circumstances which are prejudicial to the rights of the insured*." Indeed, after having pointed out that "*by its policy*," the insurer in that case, had "*agreed to defend on behalf of the insured and in his name 'any suit, coming within the terms of this policy'*," the

Court construe also such former policy terms, viz:

"As we construe the policy it obligates the insurer to pay the liability of the insured up to the policy limits, and in addition thereto to pay those items of expense which it has definitely assumed. UNTIL these duties of payment are fully performed, it also has the duty EITHER to settle or to conduct the defense of actions against the insured. But, upon PERFORMANCE of its duties of payment its duty to defend ceases to exist and the further defense of any action pending thereafter must be conducted and may be controlled BY THE INSURED * * *."

Manifestly, however, the New Hampshire decision does condemn recourse of the insurer to the method advanced here at a time which is "in midcourse and under circumstances which are prejudicial to the rights of the insured." It does perhaps eliminate the making of settlements under this method at the eve of a trial.

Moreover, by the terms of its policy, the insurer is required to perform its agreement by payment to the injured party who has thereunder the right to enforce the contract. *United Services Automobile Ass'n v. Zeller*, 135 S. W. (2d) 161, 165. By obtaining its release by its assured after occurrence of an accident, the insurer cannot thereby deprive the injured person of his or her rights against the insurer. *Indemnity Company of America v. Pitts* (Tex. Com. App.), 58 S. W. (2d) 53. The provisions of the policy do not provide for payment to the assured but stipulate that the company is obligated by a judgment directly to the injured party to whom it is bound to make payment and in whom is the right of recovery. *Universal Automobile Insurance Co. v. Culberson* (Tex. Com. App.), 86 S. W. (2d) 727, 730, rehearing denied 87 S. W. (2d) 475. Hence, the insurer is required to perform its contract by its making of settlements under this method, not by payment to its assured, but directly with third-party claimants as was done by the insurer under the facts in *Kallas v. Lincoln Mutual Casualty Co.* (Mich.), *supra*.

The insured also is not without his similar right to settle. The text in 8 Appleman 86, states that "the policy provision restricting the insured's right of settlement has been held not to preclude him

from settling his liability for the amount of damages in excess of the policy limits," where as is pointed out in the authorities cited by the text, the payment by the insured "would not increase insurer's liability or enhance its difficulties in defending."

In *Traders & General Ins. Co. v. Rudco Oil & Gas Co.*, 129 F. (2d) 621, the Court of Appeals of the Tenth Circuit lay down the rule that there are circumstances in which the conduct of an assured may be justified in effecting, WITHOUT the consent of the insurer, a compromise settlement of a loss in excess of the assured's policy limits and which at the time of its negotiation, would not then await determination of who would pay the amount thereof; but the Court also recognize therein that there are "evils inherent" in any such rule, which was rested in that case upon the basis that "each of the parties to the contract owed to the other an express and implied duty to respect its rights and interests, and to approach the common problem REALISTICALLY with open hands and without concealed weapons." The "circumstances" held in that case to justify such conduct of the assured were, first, the fact that "it did not become" the insurer to deny liability when the coverage was plain and the negligence was patent and, secondly, the fact that, when the insurer was defending thereunder a non-waiver agreement, "the right to assert non-coverage was as much available to it after the settlement as before," the position of the insurer in nevertheless still continuing, in such circumstances, to deny liability was an arbitrary one because the insurer had only to hazard the risk of coverage which would be so determined after such settlement.

Under its reciprocal right to a good faith cooperation on the part of its assured, wherein both parties face the facts "realistically" and "with a mutual respect for the interests of each," the insurer also is likewise equitably entitled to the protection of its interest in avoiding both any danger of excess liability and the expense, as well, of affording a defense; and it should be legally entitled to do so, if indeed it is not, under the foregoing authorities. Manifestly, by his taking over of his own defense in such instances, the assured also incurs no greater chance than "only to hazard the risk of coverage" of such expense, which is not enough to defeat the right.

The Right of Action For Pre-Natal Injuries

By J. H. GONGWER, *Mansfield, Ohio*

THE right of a child to maintain an action for damages on account of injuries received before birth has been pronounced recently by the Supreme Court of Ohio in the case of Williams, an infant, vs. The Marion Rapid Transit, Inc., 152 O.S. 114. The right appears to be limited to "an unborn viable child capable of existing independently of the mother."

The case has aroused much discussion and comment because the question was presented to the Supreme Court for the first time; because the law announced appears to be contrary to the weight of authority; and because of the many difficult and intricate problems and possibilities that suggest themselves when the far-reaching implications of the decision are studied.

The petition alleged that on April 4, 1941, as the result of certain acts of negligence, which were enumerated, plaintiff's mother fell as she was leaving defendant's bus, and was injured and later died as a result of these injuries; that at that time plaintiff was an existing viable child en ventre sa mere; that due to injuries received by the plaintiff when the mother fell, she was born prematurely, within seven months. (The petition does not allege the date of birth, but I have been advised dehors the record that it was July 1, 1941). Plaintiff claimed that she was born crippled, suffered from epilepsy, heart trouble and other ailments, all of which plaintiff charged to defendant's negligence.

The Trial Court sustained a demurrer to the petition; on appeal the case was reversed by the Court of Appeals, which Court certified the case to the Supreme Court as being in conflict with a decision of another Court of Appeals.

There are some interesting, perplexing and well-nigh insoluble problems, stemming from this decision.

(1) There is the basic question of viability. The Supreme Court quoted the definition in the New Century Dictionary: "Capable of living; * * * of a fetus, having reached such a stage of development as to permit continued existence, under normal conditions, outside of the womb." This definition appears to be faulty, because

conditions would not be "normal" if the child were separated from the mother at any time prior to the normal birth date. Webster's International Dictionary gives this definition: "Born alive and with such form and development of organs as to be normally capable of living." Here again the definition is modified by the word "normally." Obviously, if the child is prematurely separated from the mother, the situation is not normal.

In the opinion, the Court used this language: "* * * at the time of the injury the child concededly was so far matured that it had reached the period of viability, such a stage of development that the death of the mother could not have deprived it of life." This seems to be a more rational definition.

The Court resolved the case basically, upon the provision in the Ohio Constitution that "all Courts shall be open, and every person, for an injury * * * shall have remedy by due course of law * * *." Obviously, the Court concluded that on April 4, 1941, the plaintiff was a person. The resulting corollary, in so far as this decision is concerned is that the "person" comes into being at the point of viability. Yet in certain other branches of the law, particularly the law of property and crime, the child is regarded as being "in esse" from the time of conception. Hence, we have, implicit in this decision, the legal as well as metaphysical and theological question, "At what point does the person, the human mind, the soul, the personality emerge?"

The text books seem to agree that a child is capable of separate existence at five months. However, the doctors to whom I have talked are skeptical about that statement. One doctor, with considerable experience, told me that he was of the opinion that the so-called five months' babies, who lived, were actually more than five months advanced when born. While difficulties of proof should not be determinative of abstract rules of law defining human rights, in this field we certainly are in the realm of nebulous speculation. If a child was injured while en ventre sa mere and survived, what doctor could testify that at the time of the injury, the

child was viable? In view of the many incidents and occurrences that may affect a child before birth, any opinion that the child's condition after birth was due proximately to a certain accident, could be nothing less than possibility. In any event a delicate problem of medical proof is presented.

Further, there does not seem to be any reason, logic, nor justice to limiting a child's right to recover to wrongs done to it after viability. If a child suffers from injuries received when it was a three months fetus, what rule or reason would deny a remedy, and afford a remedy if the injuries were received sixty days later?

(2) If the child has the right to sue third persons for negligence resulting in injuries to it, it would seem to follow that it could maintain an action against its mother for negligence, neglect or wrong-doing that deleteriously affected the child; or the father, let us say, for an assault upon the mother that resulted in injury to the child.

(3) In the case under discussion, it follows that had the child died some time subsequent to birth, an action would have been maintainable for its wrongful death. A more difficult situation would be presented had the child, viable at the time of the injury, been born dead as the result of such injuries. Since it has been judicially determined (in Ohio) that the child was a person at the time of the injury, it would seem that a wrongful death action would lie. We have gone far afield from the original concept of a wrongful death action—that its purpose was to compensate for pecuniary loss. The Courts have upheld large verdicts for the death of infants, where obviously there can be no pecuniary loss.

(4) Ordinarily, negligence is not imputable. However, in spite of the determination that the unborn child is a person, physically there is only one body. Hence, the question of the mother's contributory negligence certainly is an element to be considered. Obviously, her negligence would preclude her participating in the fruits of a wrongful death action.

(5) Conceivably, a motor carrier (assuming for the purposes of this discussion, that

it has the right) might promulgate a rule, refusing passage to women *enceinte*, on account of the hazards. If, in violation of this rule, a pregnant woman did board the bus, and her child was injured through the company's negligence, would the rule affect the child's rights? The child, of course, would be entirely innocent and helpless. On the other hand, the company would be held for a hazard of which it was not aware. There might be a circumstance in which the child might sue the company, the mother, or both.

These are only some of the possible situations that may arise, growing out of this revolutionary decision. Few, I believe, will question the basic rightness of this particular decision. However, it illustrates the time-worn adage that hard cases make bad law and also that it is much easier to decide cases than to establish a jurisprudence.

Some of the decisions bearing upon the question discussed in this paper are:

Allaire v. St. Luke's Hospital, 184 Ill. 359, 56 N.E. 638.

Berlin v. J. C. Penney Co., 339 Pa. 547, 16 A (2d) 28.

Bonbreast v. Kotz, 65 F. Supp. 138.

Dietrich v. Inhabitants of Northampton, 138 Mass. 14.

Drobner v. Peters, 232 N. Y. 220, 133 N.E. 567.

Gorman v. Budlong, 23 R. I. 169, 49 A 704.

Kine v. Zukerman, 4 Dist. & Co., 227 (Pa. 1924).

Lipp v. Milwaukee Elec. Rwy. & Light Co., 164 Wis. 272, 159 N.W. 916.

Magnolia Coca Cola Bottling Co. v. Jordan, 124 Tex. 347, 78 S.W. 94 (2d).

Montreal Tramways v. LeVeille, 4 D.L.R. 337.

Newman v. City of Detroit, 281 Mich. 60, 274 N.W. 710.

Scott v. McPheeters (Cal.) 93 P (2d) 562.

Stanford v. St. Louis-San Francisco Rwy. Co., 214 Ala. 611, 108 So. 566.

Stemmer v. Kline, 128 N. J. Law 455, 26 A (2d) 489.

Buel v. United Rwy. Co., 248 Mo. 126, 154 S.W. 71.

Products Liability Claims

BY HUGH E. REYNOLDS, Indianapolis, Indiana

THE law of products liability covers such a broad field that almost any one particular type of case could be made the subject of a long and detailed article. The cases cover substantially every phase of human activity connected with the purchase of goods and materials, their use and consumption. New products and substitutes developed just prior to and during the last war have caused an increase in the number of claims on account of injuries sustained as a result of their use or consumption.

One who has been injured as a result of an alleged defective item, which has been purchased, has available one of two legal remedies. He may sue for damages upon the theory of negligence or for breach of warranty.

If the action is brought upon the theory of negligence, the plaintiff must allege and prove actionable negligence on the part of the defendant. Negligence to be actionable must be the proximate cause of the injury complained of, and the test as to whether a negligent act is a proximate cause of injury is whether in the light of all the attendant circumstances, the injury was such as ought reasonably to have been anticipated as a consequence of the act. The plaintiff must prove: (1) breach of duty; (2) proximate cause; (3) privity of contract between the parties. There are certain exceptions to the rule that privity of contract must be shown. These exceptions are (1) where the cause of the injury is a noxious or dangerous instrument, (2) fraud or deceit in passing off the product, (3) invitation to use defective appliance upon the owner's premises, (4) food cases. The general rule has been recognized and followed by the courts as illustrated by the cast of *Laudeman v. Russell & Co.*, 46 Ind. App. 32, 91 N. E. 822. This was an action against Arbuckle-Ryan Company and Russell & Company by an administrator on account of the death of one Leeper which was caused by the explosion of a boiler which had been bought by one Delkamp, an employer of Leeper, from Russell & Company which boiler had been rebuilt by Arbuckle-Ryan Company. Leeper was killed while using the engine and boiler

in connection with threshing for which purpose it had been bought. The complaint was based upon the theory that the engine, in the condition it was when repaired and sold, was dangerous to life and property. Demurrer was filed to the complaint and the ruling of the lower court sustaining such demurrer was affirmed on appeal. In sustaining the demurrer the Appellate Court applied the general rule that the only duty the manufacturer and vendor owes under such circumstances flows from the contract and he is not, therefore, liable to a third person and a stranger to the contract for injuries by reason of negligence in the construction or sale of such article.

Again in the case of *Dougherty v. Herzog* (1896) 145 Ind. 255, 44 N. E. 457, the court had before it a case for damages for the loss of services occasioned by the death of a minor child of the plaintiff resulting from the falling of a front wall of a building which stood upon the street adjacent to the sidewalk. The action was brought against the contractor, who demurred to each of the paragraphs of the complaint, which demurrer was sustained by the court and judgment entered upon the demurrer. Upon appeal, the court discussed the question of the liability of the contractor to third parties not parties to the contract for injuries resulting from the negligent performance of that contract and in holding that there was no liability to third parties under the circumstances of that particular case, the court stated:

"The rule is that an action for negligence will not lie unless the defendant was under some duty to the injured party at the time and place where the injury occurred which he omitted to perform."

* * *

"If appellee failed to repair the building in conformity with his contract he was liable to respond in damages therefore to the other contracting party. But is he also liable to appellant for the injury to his daughter, sustained on account of the defective construction alleged, when neither appellant nor his daughter were parties to the contract?

"Appellee was not liable under the contract, for the reason that such liability could only exist between the contracting parties. If liable at all, it can only be for the violation of some duty."

* * *

"The only person to whom appellee owed any particular duty was the one with whom he contracted."

Again in the case of *Standard Oil Company v. Murray*, 119 Fed. 572, the Circuit Court of Appeals for the Seventh Circuit was considering a case where oil had exploded injuring the employee of the person who had purchased the oil. The court said during the course of its opinion:

"The acceptance by a vendee of a thing sold, except under special circumstances, relieves the vendor from liability to a stranger for an injury resulting to him from the negligent manufacture or construction of the thing sold."

Another interesting case on this general proposition is *State v. Consolidated Gas, E. L. & P. Co.*, 146 Md. 390, 126 Atl. 105. In this case the complaint set out facts showing that the defendant company sold to the equitable plaintiffs to be used by them in their dwelling for the purpose of creating auxiliary heat for the comfort of themselves and their children, a certain non-luminous gas heater; that while the heater was being so used it generated and diffused a large quantity of poisonous gas known as carbon monoxide, as a result of which the infant son of the equitable plaintiffs was poisoned and from which he died, and that by reason of the false representations as to the utility and safety of the gas heater and the wrongful act of the defendants in selling it, the equitable plaintiffs were entitled to damages to compensate them for the loss of their said infant. A demurrer to the complaint was sustained by the lower court, which ruling was affirmed on appeal. During the course of its opinion, the court said:

"The negligence or wrong complained of in this case is a breach of warranty of sale, not made with the injured party, and therefore there was no privity between the defendant and the deceased. There is no allegation of any breach of duty owed by the defendant to the deceased nor the allegation of the existence of any such duty, and consequently no liability on the part of the defendant."

'Actionable negligence' is negligence to the particular person who has been damaged, and before a recovery can be had it must be alleged and proven that the defendant either acted negligently or refrained negligently from acting, to a particular individual to whom it owed the duty to use ordinary care in so acting. The declaration in this case must allege such facts as show the existence of a duty which the defendant owed to the deceased, and such facts as show that the defendant wrongfully failed or neglected to perform such duty. This it does not do; we find no allegation of any duty owed by the defendant to the deceased infant, and no allegation of any breach of such duty."

There are certain exceptions, however, to the general rule as to liability of the vendor or manufacturer to third parties, which general rule we have just stated. Two of those generally recognized exceptions are referred to and discussed by the Appellate Court of Indiana in the case of *Laudeman v. Russell & Co.*, *supra* in the following language, to-wit:

"(1) Where the thing causing the injury is of a noxious or dangerous kind;
(2) where defendant has been guilty of fraud or deceit in passing off the thing."

Judge Sanborn of the Circuit Court of Appeals of the Eighth Circuit, in the case of *Huset v. J. I. Case Threshing Machine Company*, 120 Fed. 865, discusses and analyses those two generally recognized exceptions and adds another, to-wit:

"An owner's act of negligence which causes injury to one who is invited by him to use his defective appliance upon the owner's premises."

The other two exceptions are described by Judge Sanborn as follows:

1. "An act of negligence of a manufacturer or vendor which is imminently dangerous to life or health of mankind and which is committed in the preparation or sale of an article intended to preserve, destroy or affect human life."

2. "One who sells or delivers an article which he knows to be imminently dangerous to the life or limb of another without notice of its qualities, is liable to any person who suffers an injury therefrom which might have been reasonably anticipated."

The Appellate Court of Indiana in discussing such exceptions, in the case of *Laudeman v. Russell & Co., supra*, under the facts of that case said:

"The principle which underlies the first class of cases—where the article is imminently dangerous—is that the manufacturer, as well as the vendor, owes a duty to all to whom the article may come, and whose lives may be endangered thereto, to exercise caution adequate to the peril involved. To this principle the sale of poisonous drugs under a false label has been applied.

* * *

"In each of these cases it is clear that the natural and probable result of the acts of negligence of the manufacturer and vendor would not be inflicted upon the vendee, but extend to and be inflicted upon those who purchased from the vendee and who consumed the poisonous articles, or in any manner sustained injuries resulting from the negligence of the manufacturer and vendor.

"Nor does this paragraph come within the second class, for the reason that there is no averment of fraud or deceit. It is averred that the boiler was encased in asbestos, and that it concealed the defect in the boiler, but it does not aver that it was done for the purpose of concealing a known defect, as the only knowledge imputed to appellees, with reference to the defect in the boiler so covered with asbestos, is constructive knowledge. The averments of the complaint as to this are as follows: 'The boiler at this place was not of sufficient strength and thickness to resist and retain the steam pressure required to operate and drive said engine, and, even with the aid and support of the asbestos covering, offered but slight resistance to the steam pressure in the boiler; * * * which said condition was known by defendants, or should have been known by them by the exercise of reasonable diligence on their part.'

Judge Jenkins of the Seventh Circuit Court of Appeals in the case of *Standard Oil Co. v. Murray*, 119 Fed. 572, said:

"The duty owing to the public, for breach of which one injured may recover, has respect to and is limited to instruments and articles in their nature calculated to do injury, such as are essentially and in their elements instruments of danger, and of acts that are ordinarily

dangerous to life and property. If the wrongful act be not imminently dangerous to life or property, the negligent vendor is liable only to the person with whom he contracted."

The court has considered that a great variety of objects and substances were not dangerous instrumentalities within the exceptions to the general rule.¹

If the action is brought under the terms and provisions of the Uniform Sales Act, the complaint must allege the existence of an express or implied warranty; a breach of that warranty and damages resulting therefrom; notice of breach and demand for damages. Privity of contract between the parties must be shown unless the character of the article involved is such as to bring it within one of the exceptions.

The Uniform Sales Act authorizes and defines an express or implied warranty. The breach of such warranty may give rise to an action for damages. Section 69 of the act provides the remedies for such breach.

The Uniform Sales Act provides that notice must be given, the act is:

"In the absence of express or implied agreement of the parties, acceptance of the goods by the buyer shall not discharge the seller from liability in damages or other legal remedy for breach of any promise or warranty in the contract to sell or the sale. But, if, after acceptance of the goods, the buyer fail to give notice to the seller of the breach of any promise or warranty within a reasonable

NOTE 1:

McCaffrey v. Mossberg & Granville Mfg. Co., 50 Atl. (R. I.) 651 (A defective boiler.)

Travis, Admx. v. Rochester Bridge Co., 180 Ind. 79 (A defective bridge.)

Standard Oil Co. v. Murray, 119 Fed. 572 (*Petroleum oil* is not a dangerous instrumentality coming within this rule.)

Bragdon v. Perkins-Campbell Co., 87 Fed. 109 (A defective side saddle.)

Herzia v. Kingsland & Douglass Mfg. Co., 19 S. W. (Mo.) 630 (A defective cylinder in a threshing machine.)

Daugherty v. Herzog, 145 Ind. 255, 44 N. E. 457 (A defective wall which fell on a pedestrian.)

Burke v. Refining Co., 11 Hum 354 (A defective rope on a derrick.)

Carter v. Harden, 7 Atl. (Me.) 392 (A runaway horse.)

Marvin Safe Co. v. Ward, 46 N. J. 219 (A defective bridge.)

J. I. Case Plow Works v. Nels & Scott Co., 63 N. W. 1013 (Defective sheels.)

Fedor v. Albert, 166 Atl. (N. J.) 191 (A defective air compressor.)

time after the buyer knows, or ought to know of such breach, the seller shall not be liable therefor."

In products liability cases one frequently hears reference in articles dealing with the subject matter and the decisions of the court pertaining to the alleged injuries, that the particular individual was allergic to some substance in the article. In many of these cases the courts fail to distinguish between a substance which is a primary irritant and one which is not. In those cases where the substance complained of is a primary irritant, one does not have a case of true allergy even though the substance may not cause injury or inconvenience to many people.²

In the case of *Longo v. Touraine Stores, Inc.*, (1946) 66 N. E. (2d) 792, the Massachusetts Court had before it an action brought to recover personal injuries alleged to have been sustained by the plaintiff who purchased a pair of brown kid gloves in November, 1942. After wearing them for several days a rash appeared on her hands. She had no previous history of skin infection. She was treated by her own physician and a skin specialist. Patch tests of the gloves on the plaintiff's wrists were positive. No chemical tests were made of the gloves and the evidence did not disclose what was "wrong with the gloves." The physician made a diagnosis of contact dermatitis plus secondary infection caused by some outside agent and it was his opinion that it was caused by the gloves. The plaintiff was allergic to that particular pair of gloves. The court pointed out that the plaintiff had the burden of proving that the gloves were unfit to be worn by a normal person and that she could not recover by showing that they were unfit for her or for someone unusually susceptible to that particular type of glove. The court pointed out that the evidence which she submitted was insufficient to sustain that burden and the mo-

NOTE 2:

- Smith v. Denholm & McKay, 192 N. E. 631 Mass.
Zirpolo v. Adam Hat Co., 122 N. J. Law 21.
Gerkin v. Brown & Sehler Co., 143 N. W. 48,
Mich.
Flynn v. Bedell, 136 N. E. 252, Mass.
Arnold v. May Department Stores, 85 S. W. (2d)
748, Mo.
Valmas v. Smoots, 269 Fed. 356.
Ross v. Porteous, Mitchell & Brann Co., 3 Atl.
(2d) 650, Me.
Bradt v. Hollaway, 136 N. E. 254, Mass.
Walstrom v. Miller, 59 S. W. (2d) 895, Tex.

tion of the defendant for a directed verdict was sustained. In this particular case the plaintiff failed to establish the exact cause and there was no evidence that it was caused by a primary irritant.

In the case of *Bianchi v. Denholm & McKay*, 19 N. E. (2d) 697 (1939) the Massachusetts court had before it an action brought by the plaintiff to recover for injuries alleged to have been sustained and caused by the use of face powder. The action was on two theories—negligence and breach of warranty. The trial was on the theory of breach of warranty. The evidence disclosed that the face powder contained aniline dyes which were primary irritants and the plaintiff's face was sensitive to such aniline dyes. The court on page 699 said:

"We do not think that a seller of face powder containing a known irritant to 'some' persons' skins can be heard to say that he is not liable for a breach of implied warranty of fitness where injury results from a use of the powder by one such as described by the evidence in the case at bar. In passing, we think it should be said that we are dealing here with the questions of law raised in the case at bar without attempting to lay down any general rule not called for by these questions. For example, there was testimony that the sensitiveness of the plaintiff's skin to the dyes was similar in kind to the 'allergic' condition of some people to harmless and non-dangerous substances such as strawberries, eggs, pollen, or other products in common use. The case does not call for a consideration of the possible legal consequences which may follow from the use of such substances or products by a person who may be said to be 'allergic' to them."

In the above case it is to be observed that the substance causing injury was a primary irritant and while such irritant would not affect some people it did others. However, the court did not clearly base the opinion upon the theory that the item was an irritant which illustrates the confusion in the mind of the parties and the courts between an allergy and a primary irritant.

The statute requires that notice to the seller must be given of the breach of any promise or warranty within a reasonable time. The giving of such notice is many times overlooked until long after the injury occurred. The failure to allege notice and

prove that it was given within a reasonable time is fatal to the plaintiff's case.

The purpose of the notice is to advise the seller that he must meet a claim for damages, as to which, rightly or wrongly, the law requires that he shall have early warning. Timely notice depends upon circumstances in each case. Notice of defect must be such as to advise the seller not only of a breach of warranty, but that the buyer intends to claim damages for the breach. Each case stands upon its own merits as to the reasonableness of time.

Simonz v. Brockman (1946) 249 Wis. 50, 23 N. W. (2d) 464 the court said:

"Even the fact that the seller knew of the facts constituting the breach does not render it unnecessary for the buyer to give the required notice, since the notice required is not of the facts concerning the breach, but the buyer's claim that they will constitute a breach."

In the case of *Howard v. Lowell Coca-Cola Bottling Co.*, (1948) 78 N. E. (2d) 7, the Massachusetts Court had before it an action to recover damages for injuries sustained when a bottle of coca-cola broke in the hands of the plaintiff as it was purchased from an automatic vending machine. The plaintiff proceeded on the theory of negligence and implied warranty. The court sustained the motion for a judgment for the defendant on account of a breach of implied warranty and overruled the motion of the defendant for a directed verdict on the negligence theory. The plaintiff had purchased a bottle of coca-cola from an automatic vending machine. The defendant received notice on November 3, 1943 advising them that on October 29, 1943 a bottle of coca-cola exploded in the hands of the plaintiff and demanded that the matter be given attention. The statute required that notice be given within a reasonable time for the protection of the seller against belated claims for damages for alleged breach of warranty by any purchases. Neither the statute nor the decisions fix any standard defining the kind of notice required but it has been settled by the decisions that the notice must refer to the particular sale; that it must fairly advise the seller of the defect and it must be reasonably inferable that the buyer is insisting on damages for the violation of his legal right. The notice given in this case did not make it apparent to the defendant that the plaintiff claimed

a violation of her legal rights which amounted to a breach of warranty. No reference was made of it in notice of defect given to the defendant by the plaintiff nor did it indicate that the claim arose out of the sale. No statement is contained in the notice as to the place of the alleged explosion nor the nature of the defect in the bottle. The court, therefore, held that the notice was inadequate to advise the defendant of the intention of the plaintiff to make the claim, and, therefore, the court properly sustained the motion for a directed verdict on this count.

The case of *Columbia Axle Co. v. American Automobile Insurance Co.* 63 F. (2d) 206, illustrates the general rule on the question of notice. A remote buyer is required to give notice and cannot wait until the suit against it has been decided before giving notice to the seller. The court said:

"It is contended that the obvious purpose of this section is to afford the seller an opportunity of inspecting goods which the buyer still retains in his possession, and which he claims to be defective; that it therefore operates only between the two parties to the sale, and does not apply to a case of resale where the remote buyer claims a latent defect, the existence of which the original buyer denies. We fail wholly to sense the limitation contended for. We are referred to no authorities holding the section to be so limited, and we know of none. Adjudicated cases abound wherein notice of defects constituting breach of warranty have come to the buyer from strangers to the contract, rather than from his own examination and inspection, and that knowledge so acquired places upon the buyer an obligation of reasonable notice to the seller we have little doubt."

The purpose of a statute requiring notice of breach of warranty in thing sold to hold seller liable is to give the seller timely information that buyer proposes to look to him for breach so that seller may govern his conduct accordingly. (*Howard v. Lowell Coca-Cola Bottling Co.* (1948) ___ Mass. ___, 78 N. E. (2d) 7; *Truslow etc., v. Diamond Bottling Corp.* (1930) 112 Conn. 181, 151 Atl. 492; *Whitfield v. Jesup* (1948) Cal. 193 P. (2d) 1; *Howard-Cooper Corp. v. Umpqua Dredging & Construction Co.* (1934) 148 Or. 582, 36 P. (2d)

590; *Guthrie v. J. J. Newberry Co.* (1937) 297 Mass. 245, 8 N. E. (2d) 774.)

The requirement of the notice is not in the nature of a statute of limitations, but is imposed as a condition precedent to the right of action. (*Marsh Wood Products Co. v. Babcock* (1946) 249 Wis. 50, 23 N. W. (2d) 464. The giving of notice may be waived under certain circumstances such as where repeated telephone calls have been made with a promise to repair by the seller. (*Becker Roofing Co. v. Pike* (1935) 230 Ala. 289, 160 So. 692; *Socony Burner Corp. v. Ashton* (1934) 54 R. I. 302, 172 A. 822.)

The requirement of notice applies to the sale of food. (*Hazelton v. First Not. Stores* (1937) 88 N. H. 409, 190 A. 280; *Savage v. Alpha Lunch Co.* (1938) 300 Mass. 520, 16 N. E. (2d) 38.)

It is not possible to classify the many cases which deal with the timely notice and draw any reasonable rule which would apply to all the cases and say that if the notice is given within a certain time it is reasonable and if given thereafter unreasonable. Each case depends upon the particular facts of that case. In some cases a delay of twenty-seven days was unreasonable while in others a delay of six months was held to be reasonable. It is necessary to give notice and if it gives the seller an opportunity to protect himself either by inspection or determine whether his products caused the injury, it is within time. If not, it is too late.

Prompt investigation of the facts upon receipt of notice of claim of breach of warranty will prevent many suits, and will give the seller the opportunity to determine whether there was a breach of warranty.

Fire Insurance Problems in Real Estate Transactions

BY JOSEPH M. HARTER, Columbus, Ohio

MY discussion of this subject should, I submit, begin with an explanation of the *nature* of the fire insurance contract as established by the courts of Ohio. Courts of other jurisdictions have, I believe, established similar rules almost universally.

Insurance of property has been held to be a "personal contract of indemnity." Substantially the whole theory of fire insurance law is summed up in this simple sentence—insurance is a *personal* contract of *indemnity*.

This rule, as applied to a vendor-vendee relationship was clearly stated in *Gilbert & Ives v. Port* (1876) 28 Ohio St. 276, where Syllabus 7 is as follows:

"The contract of insurance does not attach to the property insured, nor, in case of sale, either before or after loss, does it pass to the purchaser by operation of law, in the absence of a stipulation to that effect. It is a contract of indemnity against the loss covered by the policy, and inures to the benefit of the person with whom it is made or those falling within its terms. As soon as the interests of such persons cease, it is at an end."

That case involved a problem of distribution of the proceeds of a fire insurance

policy, *voluntarily* paid by the insurance company, as between the vendor (who had procured the insurance) and a vendee who had been a lessee of the property. The lessee, after the fire, sought to exercise an option to purchase contained in his lease and to obtain the insurance proceeds. His attempt so to do was unsuccessful. The Court considered the rights of the parties as of the time of the fire and found that the lessee was then in default under his lease and had not yet elected to exercise his option. The lessor-vendor was allowed to keep the proceeds of his insurance policy upon the "personal contract of indemnity" theory.

Those of you who are interested in "tailor-making" contracts governing the rights in a lessor-lessee or vendor-vendee relationship, might well start your research on the problem with a consideration of the *Gilbert & Ives v. Port* decision.

The doctrine of insurance being "a personal contract of indemnity" was perhaps first expressed in Ohio in a mortgagor-mortgagee case—*McDonald v. Black* (1851) 20 Ohio 185—where Syllabus 1 is as follows:

"A mortgagee cannot claim the benefit of a policy of insurance effected upon the mortgaged property by the mort-

gagor. Each have insurable interests, but neither can, as a general rule, take advantage of an insurance effected by the other."

At this point in my discussion, I believe I should make a detour into the field of real estate law and away from fire insurance questions. I have found that there is, relatively, a great deal of confusion in the minds of lawyers generally as to the doctrine of "equitable conversion" as to the title of real estate through the execution of a valid contract of sale.

The effect of a contract to sell real estate upon the property rights of the parties is well-settled in Ohio.

1. Such contract subtracts from the absolute ownership of the seller, and transfers to the buyer, an equitable estate in the land equal to the amount of the purchase money paid.

2. Such contract converts the seller's real estate into personal property, i.e., into a chose of action represented by the buyer's obligation to pay the purchase price. After such contract is made and any part of the purchase price is paid, the seller's property right—as personality—passes to his executor and not to his heirs, and the buyer's property rights—as real estate—passes to his heirs and not to his executor.

3. Such contract passes from seller to buyer the risk of loss by fire and any increment in value of the property which may occur prior to the conveyance.

Thus, as held in *Coggshall v. The Marine Bank Co.*, 63 O. S. 88:

Syl. 1. "The interest of the vendee of land, before conveyance, is an equitable estate in the land, equal to the amount of the purchase money paid, and which, upon full payment, may ripen into a complete equity entitling him to a conveyance of the legal title according to the terms of the contract, and it is of these rights that notice is given to all the world by the possession of the vendee."

In 40 Ohio Jurisprudence, par. 92, pp. 1006-7: (Vendor and Purchaser)

"although the contract is executory, equity regards the exchange as having taken place, and the vendor's property to consist, not of real estate, but of personality. Moreover, although the contract has not been executed by a deed, equity considers the property of the purchaser to consist of real estate."

Again in 9 Ohio Jurisprudence, par. 9, pp. 727-8 (Conversion in Equity), the rule is thus stated:

"* * * Where there is a contract to buy real estate, although the contract has not been executed, equity *considers the property of the purchaser to consist of real estate*, which may be devised, or which, upon the death of the purchaser intestate, *descends to the heir at law*.

* * * Since the purchaser is considered by equity as the owner of the land before legal title has been conveyed, the vendor is regarded as a trustee of the land for the purchaser. Where such land is devised by the vendor, the devisee is also regarded as trustee for the purchaser. Therefore, if the real estate depreciates, or a part thereof is destroyed, the loss is on the purchaser. Likewise, any benefit accruing to the land belongs to the purchaser.

In *Gilbert & Ives v. Port*, it was held (Opinion p. 293):

"The vendee, because he is the equitable owner, and, as such, is compelled to sustain the loss, occurring after the sale and before the conveyance, is entitled to any benefit that may accrue to the estate."

P. 274)

"In equity, things agreed to be done are looked on as actually performed, and if the vendee is not in default, the vendor is his trustee of the estate, and the vendee is trustee of the purchase-money."

In *Oak Building and Roofing Co. v. Susor*, 32 Ohio Appellate Reports, 66, 67-68 the rules was thus again stated:

"* * * The contract of sale being unconditional in form, we must regard the purchaser as the equitable owner of the property, and the vendor as holding the title for the benefit of the purchaser, and it would therefore result, under such a contract, that the loss by fire must fall on the purchaser."

A short history of the development of fire insurance policy-forms may well prove helpful in supplying "background" material for our modern problems.

The first standard fire insurance policy was adopted in Massachusetts in 1873. In 1881 New York State adopted its first standard fire policy, which was prepared

by a committee of the New York Board of Fire Underwriters, as a result of legislative demand for standardization. Policies before that time had been largely the result of individual effort.

In 1913 the Legislature of New York again took the lead in reform and adopted a joint resolution directing the Superintendent of Insurance to submit to the National Convention of Insurance Commissioners a request for the appointment of a Committee to recommend any necessary changes. The result of the labor of many insurance people was the so-called "new" New York Standard Fire Insurance Policy, which became effective in New York on January 1st, 1918.

Public clamor and company interest both contributed to the adoption of the 1943 Standard Fire Insurance Policy, which is now the policy contract in practically all of the states, as well as the District of Columbia and the Territories of Alaska and Hawaii. This form was adopted in Ohio as of March 1, 1944.

All policy forms in general use prior to the adoption of the 1943 form in New York, contained certain "moral hazard" controls—provisions calling for avoidance of the policy completely, or later, for the suspension of liability in the event the moral hazard should be increased. The reason for such controls is well stated insofar as the "title questions" are concerned, in *Bates v. Insurance Company*, 2 Cincinnati Superior Court, 195, 198-9:

"These clauses are evidently designed to secure the safety of the insurer, so far as it may depend upon the carefulness, prudence, and vigilance, as well as the good faith and honesty of the person insured. The underwriter, when he assumes the risk, passes not only on the property insured, but upon the character of the insured; and the insurer has the right to stipulate by clear language against any possible increase of risk by importing another and unknown person into connection with the property insured, without consent."

Again in *Insurance Co. v. Archer*, 36 O. S. 608, 612-613, the Supreme Court held:

"The condition of the policy is, that if any sale, transfer or change of title take place, it becomes void. The object of this clause is, not to prevent a recovery where the insured has parted with his insurable interest, for in that case there

could be no recovery if such a condition were omitted, because there could be no loss; but it is to prevent any sale, transfer, or change of title, even where an insurable interest remained, that would change the relations of the insured to the property. The object is to prevent any change in the title that may increase the risk by increasing the temptation or motive to burn the property, or to take less interest in guarding and preserving it from destruction by fire. Any change or transfer of title which carries with it a change of the interest in the property, of a nature calculated to have this effect, is a violation of the condition."

The form of policy customarily used in Ohio until 1944 provided that it should become void (1) if the interest of the insured be not truly stated; (2) if the interest of the insured be other than unconditional and sole ownership; (3) if the subject of insurance be a building on ground not owned by the insured in fee simple; and (4) if any change, other than by the death of an insured, take place in the interest, title or possession of the subject of insurance—unless otherwise provided by agreement endorsed on the policy.

These provisions, I think you will agree, were relatively severe and might, when captiously invoked, produce great hardship. I hope you will believe me, however, when I say that in twenty years' experience in this field I have seldom seen these defenses asserted by fire insurance companies unless there was sound reason for their assertion—some potent suspicion of arson or an attempt at a "profit" through a fire, for example.

Since the adoption of the new policy form in Ohio in 1944, the question is "What is the interest of the insured?" Title defenses have been eliminated. In place of the eliminated clauses, we find in the insuring clause a limitation upon the amount of insurance in these words:

"* * * nor in any event for more than the interest of the insured * * *"

We have, in Ohio, only two court decisions which have come to my attention bearing directly on this "interest" problem and, somewhat strangely, they were both decided before the so-called interest policy became effective generally in 1944.

The most recent case on this point is *Summer v. Stark County Patrons Mutual Ins. Co.*, (Stark Co. of A. 1940), 63 N. E.

(2d) 1021, 63 Ohio Ap. 369, where Syllabus 1 is as follows:

"Where tenant in common purchased fire insurance in his own name on buildings for their full value without authority or ratification by other tenants in common, he could recover for fire loss only to the extent of his interest in the realty."

In that case, the insured owned only an undivided one-third interest in a farm. The insurance company and its soliciting agent thought he owned it all. The policy ran to the plaintiff alone and covered the agreed value of the buildings insured. One of them, insured for \$3,200.00 was totally destroyed by fire. The court's holding, under "interest" language substantially equivalent to that in the present-day policy, was that the plaintiff could recover only one-third of the agreed value of the destroyed building. It was held that the Ohio Valued Policy Law, Section 5983, did not apply but I will mention this question later.

The earlier Ohio case dealing with the interest problem is *Knight v. Eureka Fire & Marine Ins. Co.* (1875) 26 Ohio St. 664, where syllabus 2 and 3 are as follows:

2: "A part owner of a vessel has no authority, by reason of the joint ownership, to insure the interests of the other owners; hence a policy taken upon the whole vessel in his own name, without previous authority or subsequent ratification by the other owners, is invalid, except as to the interest of the part owner obtaining it.

3: "Where such policy was intended by the insurer to cover the whole vessel for the benefit of all concerned, but is invalid except as to the interest of the part owner procuring it, the insurer is only liable to such part owner for such portion of the sum insured as his interest bears to the whole."

There, the claimant was limited in his recovery to three-fifths of the agreed valuation of the insured vessel because that was the extent of his ownership.

I submit that the "indemnity" rule in our original axiom, "insurance is a personal contract of indemnity," might well have been the keystone for each of these decisions.

It should be understood that to prevent an insurance policy from being a wager

and, as such, against public policy, there must be an insurable interest held by the person insured.

An "insurable interest" may be any right, benefit or advantage arising from the property covered or dependent thereon, or any liability in respect thereof, or any relation or concern therein, of such a nature that it might be so affected by the contemplated peril as directly to damage the insured. In fact, any person has an insurable interest in property who derives a pecuniary benefit from its existence or who would suffer a loss from its destruction, and this is true whether he has, or has not, any title in, or lien upon, or possession of the property itself. (Vol. 1—Couch on Insurance, page 756.)

Under this "insurable interest" rule and the case law referred to earlier in this discussion both the vendor and the vendee have an insurable interest in the property sold and purchased. The vendor's interest, however, is limited to his unpaid balance upon the contract, while the vendee's interest is equal to the full value of the property regardless of the amount he has paid on the contract of purchase if in fact he is liable for the full purchase price even though the property be destroyed. The theory of indemnity is preserved because the purchaser is so liable and double payment is prevented by the vendor's insurer taking an assignment of the contract of sale and any notes executed by the vendee.

The mortgagor has an insurable interest in the mortgaged property to the extent of its full value, and the mortgagee has such an interest only to the amount of his claim against the property. This statement is applicable to both real and personal property. The mortgagor's interest continues until the equity of redemption expires. The mortgagor's equity of redemption is as valuable on the last day for the exercise of the option to redeem as it was on the first. The reason for holding that the owner of property on which there is a mortgage has an insurable interest to the extent of the full value is that a mortgage is merely security for an obligation existing independently of the mortgage, and the destruction of the mortgaged property does not relieve the mortgagor from his debt. Hence the strict theory of indemnity is not infringed by allowing full recovery by the mortgagor, but the theory is scarcely recognizable when the court holds that full

recovery is permissible even though the mortgagor is not personally liable for the debt, as was done in *Royal Insurance Company v. Stinson*, 103 U. S. 25, 26 L. Ed. 473.

It is, of course, possible in cases involving losses in which both the mortgagor and the mortgagee have insurance to prevent double payment by a proper application of the equitable doctrine of subrogation. It is only through the application of this doctrine that frequent double payments in case of losses will be prevented.

In the field of property insurance, an insurance company which is required by contract to indemnify the person insured for any loss suffered is entitled to be subrogated to any legal right belonging to the insured at the time of loss by virtue of which he might have compelled another to make compensation in whole or in part for such loss.

Vance on Insurance, pages 671-2:

"In the leading English case of *Castellain v. Preston*, 11 Q. B. Div. 380, the facts briefly were as follows: The owners of real property previously insured had executed a binding contract for its sale. After the execution of the contract, but before the conveyance, the buildings were damaged by fire and payment was made by the insurance company to the vendors. Subsequently the vendees performed their contract, paying the purchase money as they were required by law to do, without deducting the loss by fire. The vendors were thus in possession of the insurance money and also of the purchase money, which represented the full value of the uninjured property, having made a handsome profit by reason of the fire. The insurance company then brought its suit to recover the amount of the insurance, claiming to be subrogated to the vendors' rights under the executory contract of sale. In the lower court it was decided by Chitty, J., that the insurer was not entitled to subrogation, but in the Court of Appeals this judgment was reversed; Brett, L. J., laying down the principle of subrogation applicable in these broad terms:

"Now it seems to me that, in order to carry out the fundamental rule of insurance law, this doctrine of subrogation must be carried to the extent which I am now about to endeavor to express, namely, that, as between the underwriter and the assured, the underwriter is entitled to the advantages of every right

of the assured, whether such right consists in contract, fulfilled or unfulfilled, or in remedy for tort capable of being insisted on or already insisted on, or in any other right, whether by way of condition or otherwise, legal or equitable, which can be or has been exercised or has accrued, and whether such right could or could not be enforced by the insurer in the name of the assured, by the exercise or acquiring of which right or condition the loss against which the assured is insured can be or has been diminished. * * *

This brings me to the crux, as I see it, of the responsibility of a real estate broker or attorney at law as to the fire insurance phases of a real estate contract. I respectfully submit that it is quite possible that if a valid and binding contract of sale of real property has been entered into and then a fire occurs, the company insuring the vendor might well pay the vendor the value of his interest and then, through subrogation, force the vendee to pay the full amount still due on the sale contract. Such a result is deplorable, but it could come about through the application of the "personal" contract of indemnity theory and the doctrine of "equitable conversion" which I have explained.

I believe that you will all agree that steps should be taken to avoid such a possibility. It can be avoided, I submit, by the relatively simple device of notifying the agent for the insurance company and procuring a written memorandum from him that the interest of the purchaser is covered, together with that of the seller. Subrogation, obviously, cannot be invoked against one of the persons insured. Therefore, the subrogation danger would be avoided by making the purchaser one of the persons insured by the policy.

From a "mechanical" standpoint, the practice has always been for the insurance company's local agent to prepare (under these circumstances) a written memorandum (which is called an "endorsement" in the insurance industry) in triplicate. He attaches one copy thereof to the original policy; the second copy is attached to his agency record of the policy; and the third copy is mailed to the underwriting office of the insurance company. At the time the agreement is reduced to writing, the insurance company is "bound" on the new or changed risk. Such binding obligation continues unless the policy is cancelled.

with the contractual five days' notice being given. The persons insured may during that five day interval procure new insurance.

Under date of March 17, 1948, the Supreme Court of Ohio, in the case of *Hall v. Franklin Fire Insurance Co.*, 149 Ohio St. 216, in my opinion "let down the bars" which have heretofore protected insurance companies as to these problems by holding an insurance company liable to the assignee of a policy where the company's local agent *orally* told the assignee he would be protected—no written endorsement being required even though the policy there called for such endorsement. That decision was based, so the Court said, upon the provisions of Section 9586, Ohio General Code, which recites that "a person who solicits insurance and procures the application therefor, shall be held to be the agent of the party *** thereafter issuing a policy upon such application ***."

That statute is a part of what is commonly called the Ohio Valued Policy Law—Sections 9583-9586, Ohio General Code. Section 9583 is one statute you should know of. It provides, in substance, that any company insuring a building or structure against loss by fire or lightning shall cause such building or structure to be examined by its agent and its insurable value fixed. Then, in the event of total loss, in the absence of change increasing the risk without the consent of the insurer and of intentional fraud on the part of the insured, the whole amount mentioned in the policy upon which the insurer received a premium shall be paid.

This statute opens up many questions which are scarcely within the sphere of our present discussion. I will mention only one problem because it was dealt with in the *Summer* case (63 Ohio, App. 369, 26 N. E. (2d) 1021). In speaking of the Valued Policy Law, as applied to the insuring of less than the full ownership of a building, that Court of Appeals said that the statute did not hold the insurance company responsible for ascertaining the actual owner-

ship of the premises, or the extent of the interest of the insured—on the contrary, it required the insurance company only to determine from its examination whether it would insure the building, and if so, for what sum; and that when it chose to assume a risk, it would be bound by its own examination and valuation.

So, under the "interest" policy as thus construed in the one Ohio case on the subject, the Valued Policy Law does not compel the payment of the face amount of the policy where less than the "whole ownership" is insured. I submit that it is best to take no chances which can be avoided. In the discharge of your obligations to your clients, I most strongly recommend that at the time a contract of sale is executed, the local agent for the insurance company whose policy covers the seller's interest should be notified of the execution of such contract. Under the Supreme Court's recent ruling, that agent's oral assurance that the matter will be taken care of is apparently sufficient but, personally, I would rather see a written endorsement prepared and in my possession from that agent, expressly consenting to the sale contract and protecting the purchaser's interest as well as that of the seller. When the deal is closed, under this practice, there need be no haste in again changing the insurance as the naming of too many insured persons in a policy has, in my experience, never avoided any policy. It is the naming of *too few* insureds that causes troubles.

With the theories expounded in this discussion well in mind, I believe you will be in a position to grapple with most fire insurance problems arising in your normal practice. I believe it is sound practice *first* to know all the facts yourself and *then* to make a complete disclosure to your local agent. He will fight your battles for you. But I will close with this final suggestion: give the local agent a chance to work for you *before* a fire. It is easier for him to protect your client's interest then, than it is after all of the parties' rights have become fixed with the happening of the fire.

23RD ANNUAL CONVENTION
THE GREENBRIER HOTEL
WHITE SULPHUR SPRINGS, WEST VIRGINIA
JULY 6, 7, 8, 1950

In Re: Liability Of Bank For Payment Of Forged Or Unauthorized Checks

By JACOB S. WHITE

Indianapolis, Indiana

THE question presented herewith is not a novel one, and is not submitted as such, but is intended merely as a refresher with attention aimed at the trend of recent decisions as affecting the relation between a bank and its depositor.

The principal that the drawee is bound to know the signature of the drawer of a bill, and accepts or pays the same at his peril, was first applied in the case of *Price v. Neal*, 3 Burr. 1354 (K. B. 1763); and was recognized and applied in the early American decision of *Levy v. Bank of the United States*, 1 Binn. 27 (Pa. 1802).

In *Weisser v. Denison*, 10 N. Y. 69, 77 (1854), Allen, J. stated that:

"Bankers are presumed to know the signatures of their customers, and they pay checks purporting to be drawn by them at their peril. If they do not know them to be genuine they must take time to ascertain."

And it has been held that a bank which pays a check on a forged signature pays out its own money and discharges none of its obligations. *The Western Union Telegraph Company v. The Bi-Metallic Bank*, 17 Colo. App. 229, 68 Pac. 115 (1902). Thus our point of beginning is that the banker bears the burden of ascertaining whether or not the signature of the drawer is genuine.

As early as 1892 the *Banking Law Journal* contended that this rule should be modified. It was argued that:

"The banker, burdened with the chief responsibility of detecting forgery, and, between himself and depositor, being the loser upon forged payment, unless responsible negligence is established in the latter, has the right to expect that his customer will cooperate with him both in protective and detective measures—the former to guard against loss, the latter to quickly discover the fraud after commission, that prompt action may result in partial or entire recovery." 6 *The Banking Law Journal* 96 (1892).

There is some judicial agreement with that theory in the case of *Morris Frank et al. Respondent, v. The Chemical National Bank of New York, Appellant*, 84 N. Y. 209 (1881), but the court goes on to say that where the bank has paid forged checks, charged them to the account of the drawer, and returned same to the depositor in the monthly statement there is no duty upon the depositor to conduct an examination of these checks which will necessarily discover the fraud. It is pointed out that if the forger is so skillful that both the bank and the depositor are deceived, then an omission to discover same by the drawee depositor will not shift the loss from the bank to him. The court takes the position that the "alleged duty" requires only the use of ordinary care by the depositor and that "the bank cannot justly complain," if the forgery is discovered too late for the bank to rectify its error. In defining the duty of the drawee depositor, a New York Court in *Morgan et al. v. United States Mortgage & Trust Co.*, 208 N. Y. 218, 101 N. E. 871 (1913) said at page 224:

"Negligence in this case means the neglect to do those things dictated by ordinary business customs and prudence and fair dealings toward the bank, which, if done, would have prevented the wrong-doing which resulted from their omission."

The depositor was held as a matter of law to have been negligent after lapse of a reasonable time in not examining his bank statement and canceled checks to ascertain what he was being charged with and thus discovering the existence of the forged checks. The trial court had refused to submit the question of negligence to the jury and was upheld on appeal.

Where there is no dispute as to the time of rendition of the account, and the time of making the objection, the reasonableness of the time in which the customer should make his objection is a question of law for the court. *Milton M. McKee et al., Respondent, v. The Boatmen's Bank, Appellant*,

lant, 74 Mo. App. 281, 289 (1898).

Of course where the drawer discovered the forgery and notified the drawee bank not to pursue the forger and to keep the matter quiet and the drawer retained the check, the bank was not liable when suit was brought a month later. *Van Wert's Nat'l. Bank v. First Nat'l. Bank*, 6 Ohio C. C. Rep. 130 (1891), aff'd. 52 O. S. 630.

The question is reviewed by Mr. Williston in his excellent work on Contracts, 4 Williston, Contracts 3292 (1936 Ed.), wherein he quotes from the case of *Deer Island Fish & Oyster Co. v. First Nat'l. Bank of Biloxi*, 166 Miss. 162, 146 So. 116 (1933). For convenience of the reader, the positions therein set out will be separately paragraphed and discussed. All quotations are, unless otherwise designated, from the afore-mentioned *Deer Island Case* cited by Mr. Williston.

I. NO DUTY OF EXAMINATION OF STATEMENT AND CANCELED CHECKS.

"The depositor whose name is forged is not obliged to examine his statement and returned checks immediately to detect a forgery. It is sufficient that he notifies the bank when he discovers the forgery. See *First National Bank v. Tappan*, 6 Kan. 456, 7 Am. Rep. 568 and authorities there cited."

The above line of cases follow the original rule that a bank pays a forged instrument at its peril and bears the burden of ascertaining whether or not a signature of its drawer is genuine.

II. DEPOSITOR CHARGED WITH KNOWLEDGE OBTAINED BY AGENT EXAMINING BANK STATEMENT.

"While the depositor is not chargeable in the first instance with the dishonest employee's knowledge of his own forgery or fraud, yet by intrusting to such dishonest agent the verification of his account with the bank, he, the depositor, becomes chargeable with the dishonest employee's knowledge, and if the bank is free from negligence, and is prejudiced, by depositor's failure or negligence, he cannot recover. See *First National Bank v. Richmond Electric Co.*, 106 Va. 347, 56 S. E. 152, 7 L. R. A. (N. S.) 744, 117 Am. St. Rep. 1014; *First National Bank v. Allen*, 100 Ala. 476, 14 So.

335, 27 L. R. A. 426, 46 Am. St. Rep. 80; *Leather Mfrs. Nat'l. Bank v. Morgan*, 117 U. S. 96, 6 S. Ct. 657, 29 L. Ed. 811."

Under this view the drawer of the check is charged with the knowledge of a dishonest agent when a disclosure of the forgery would be against the interest of the agent. The Restatement, Agency Section 282 (1933) states that:

"(1) A principal is not affected by the knowledge of an agent in a transaction in which the agent is acting adversely to the principal and entirely for his own or another's purposes, except as stated in Sub-section (2).

"(2) The principal is affected by the knowledge of an agent although acting adversely to the principal:

(a) if the failure of the agent to act upon or to reveal the information results in a violation of a contractual or relational duty of the principal to a person harmed thereby.

(b) if the agent enters into negotiations within the scope of his powers and the person with whom he deals reasonably believes him to be authorized to conduct the transaction; or

(c) if, before he has changed his position, the principal knowingly retains a benefit through the act of the agent which otherwise he would not have received."

The Restatement of Agency illustrates subsection (1) by presenting three situations applying the rule—we quote the third:

"3. A, cashier of a bank, embezzles funds, causing it to be insolvent. Thereafter, the receiving teller, in ignorance of the insolvency, receives deposits. The bank is not so affected by the knowledge of the cashier that those thus making deposits have preferred claims upon the bankruptcy of the bank."

Under subsection (2) clause (a) the following example is given:

"6. T does not wish to purchase Whiteacre if B owns Blackacre, and employs P to ascertain whether or not B has an equitable title therein. P employs A to obtain the information. A is bribed by B to report that B has no interest in Blackacre, and on the strength of this report T purchases Whiteacre. P is subject to liability to T."

The depositing of funds in the bank by a depositor creates the "contractual or relational duty" between the bank and the drawer of the check. Even when this has been done the bank, under the cases, must itself be free from negligence.

The theory is set forth in *Fletcher American Nat'l. Bank v. Crescent Paper Co.*, 193 Ind. 329, 139 N. E. 664, 669 (1923), wherein the court says:

"Having entrusted the examination to Preston, the delinquent clerk, except for checking the numbers and amounts of the checks against a voucher register prepared by Preston, plaintiff was chargeable with knowledge of whatever facts were thereby disclosed to Preston which an examination in a reasonably careful manner would have disclosed to an honest clerk. *Critten v. Chemical N. Bank, supra; Leather M. Nat. Bank v. Morgan, supra; Myers v. Southwestern N. Bank, supra; First Nat. Bank v. Richmond El. Co., supra*; note, 15 A. L. R. 162, 163.

"It is true, as was stated above, that Preston was not acting within the scope of his employment when he procured the checks to be signed, purloined them, forged the indorsements and deposited them, but when the cancelled checks were returned with a statement of accounts showing that they had been paid out of plaintiff's funds, and the duty of examining and approving or disapproving the account was delegated to him, whatever knowledge he obtained by making the examination was the knowledge of his employer."

In refusing to follow this line of reasoning the Supreme Court of Mississippi has stated that:

"There are authorities which hold that the action and knowledge of a dishonest employee is at once imparted to his principal. This view, in our judgment, is at war with the general rule and would operate to relieve the bank of any responsibility and discharge it from the rigor of the rule that a bank pays out the money of its depositors on forged instruments at its peril. We cannot subscribe to this doctrine; it destroys the rule which is wholesome. It has been thought that a bank engaging in the business of depositing and paying out money on checks and other exchange is equipped to discover forgeries and to safely pre-

serve its depositor's money. The bank holds out to the public that its officers and agents are skilled in all matters connected with, and relating to, its ability to detect and prevent forgery." *Deer Island Fish & Oyster Co. v. First Nat'l. Bank of Biloxi*, 166 Miss. 162, 146 So. 116, 120 (1933).

III. IN TRUSTING VERIFICATION OF BANK ACCOUNT TO DISHONEST EMPLOYEE SAME AS NO VERIFICATION.

"(3) The effect of intrusting the verification of the bank account to the dishonest employee is the same as if no verification had been made, and the depositor in that case is negligent. *August v. Fourth National Bank*, 48 Hun. 620, 1 N. Y. S. 139."

This theory is so closely akin to proposition II that the comments therein stated are equally applicable here.

IV. DRAWEE MAY DELEGATE DUTY OF VERIFICATION TO EMPLOYEE HE BELIEVES TO BE COMPETENT.

"(4) The duty resting upon the depositor to verify his bank statement is not a personal duty, but may be delegated to a competent employee, and the fraud or negligence of such employee is not imputable to a depositor; and the latter is exonerated if he believed or had good reason to believe that the employee was honest and competent. This rule is simply to protect a depositor even though an honest, competent person would have discovered the fraud. *Kenneth Investment Co. v. National Bank, etc.*, 103 Mo. App. 613, 77 S. W. 1002, *Frank v. Chemical National Bank*, 84 N. Y. 209, 38 Am. Rep. 501."

This pronouncement protects the drawee depositor who in good faith delegates the examination of his bank statement to one whom he believes to be honest and competent.

V. DRAWEE CHARGEABLE WITH KNOWLEDGE AN HONEST EMPLOYEE WOULD HAVE OBTAINED.

"(5) The depositor who intrusts the verification of his bank account and accompanying vouchers and checks to the dishonest employee, if in no worse, is at

least in no better position than if he had intrusted the said matter to an honest, competent person. The negligence or omission of such employee is imputable to the depositor, and the question turns upon whether the honest employee would have discovered the forgery. *Dana v. National Bank*, 132 Mass. 156."

Here we are met with practically the same view as that expressed in proposition II save and excepting that the question of whether or not an honest employee of the drawer would have discovered the forgery is left to the jury.

VI. REASONABLE SUPERVISION OF DISHONEST EMPLOYEE MADE A TEST.

"(6) It is for the jury to determine whether or not a reasonable supervision by the employer depositor over the dishonest employee in making the examination of the bank account and accompanying checks or vouchers would have disclosed the forgery. *Hardy v. Chesapeake Bank*, 51 Md. 562, 34 Am. Rep. 325." End of quotation from 4 Williston, Contracts 3292 (1936 ed.).

The test laid down in this proposition is simply whether or not what the court calls "reasonable supervision" would have disclosed the forgery and the answer is left to the jury.

DEFENSES BY THE BANK

The Uniform Negotiable Instruments Act, Section 23 provides that:

"When a signature is forged or made without the authority of the person whose signature it purports to be, it is wholly inoperative, and no right to retain the instrument or to give a discharge therefor, or to enforce payment thereof against any party thereto, can be acquired through or under such signature, unless the party, against whom it is sought to enforce such right, is precluded from setting up the forgery or want of authority."

The latter part of this Act which recognizes that a party may be precluded from setting up the forgery or want of authority has been seized upon by many courts in protecting banks under varying factual situations. Ratification, estoppel, and account stated are three of those most frequently depended upon.

A. IMPLIED RATIFICATION

Implied ratification was mentioned in *Thomas Dana and Others v. National Bank of the Republic*, 132 Mass. 156 (1881), the court stating that:

"If the plaintiffs knew of the mistake, or if they had that notice of it which consists in the knowledge of facts, which, by the exercise of due diligence will disclose it, they failed in their duty; and adoption of the check and ratification of the payment will be implied."

The difficulty with such reasoning is that the drawer finds himself in the position of having unwillingly ratified a forged instrument when he has not knowingly retained any benefit resulting from an act of another in his behalf. We think that the problem and difficulty of using the ratification theory is well expressed in 1 Williston, Contracts, 813 (1936 ed.), wherein the author states that:

"The great weight of American authority also denies ratification of a forgery chiefly on the ground that the unauthorized person does not intend or purport to act on behalf of the person whom he impersonates but to be himself a principal, and hence there is nothing to ratify. It may be observed, too, that the doctrine of relation back, if literally applied here, would obliterate the crime. Instead, liability of the person whose name has been forged must usually be founded upon an estoppel *in pais*."

"A distinction must be noted between forgery and the execution or indorsement of a note by an agent in good faith and on behalf of his principal but in excess of his authority. The principal may ratify the agent's act in a case of the latter type, but whether a forgery can substantially be ratified or adopted without estoppel or new consideration is a question to which judicial answers are conflicting. It is pointed out, that since the forgery did not purport to be made on behalf of the person whose name was forged, there can be no ratification. This criticism is sound. The person whose signature it is may, indeed, adopt it, but adoption involves no fictitious relation, and to sustain recovery after adoption either consideration or estoppel would be requisite. Called by whatever name the doctrine may be, the vital question is

whether the enforcement of the instrument should be permitted."

B. ESTOPPEL

Where the depositor discovers the forgery and does not notify the bank the doctrine of estoppel applies. *Leather Manufacturers Bank v. Morgan & Others*, 117 U. S. 96 (1885). But the question of estoppel which some courts say arises from a failure of the depositor to object when he knows or ought to know of a forgery and thereby represents forged checks to be genuine, thereby causing the bank to rely thereon, is met by the argument that the depositor has in no way ever represented the forged checks to be genuine and thereby caused the drawee bank to pay same. In any event, it should be remembered that in order for the doctrine of estoppel to apply the bank must first show that it was not itself negligent in paying the forged check. *Leather Manufacturers Bank v. Morgan & Others*, 117 U. S. 96 (1885).

C. ACCOUNT STATED.

It has been held that a return of the checks and a statement by the bank to the depositor constitutes an account stated but is not conclusive against the depositor; the burden of showing its incorrectness is thrown upon the depositor. *The American National Bank v. Joseph Bushey*, 45 Mich. 135 (1881).

"Evidence of assent to an account stated may consist of express statements or of inferences from conduct. Especially, it is held that the retention of a state-

ment of account without objection for more than a reasonable time implies assent to its correctness. Usually, it is the creditor who submits a bill or statement, but it may be the debtor. A common application of the principle occurs when a bank renders a statement of account to its customer. Such a statement, if retained without objection more than a reasonable time, becomes a stated account." 6 Williston, Contracts, 5231 (1936 ed.).

"... the account may none the less be corrected not only for fraud but for mistake; and it is the latter qualification of the general principle that has chiefly concerned banking institutions. If the depositor fails to make reasonable examination of his account and vouchers, and such examination would have disclosed an error, the bank, if it has in good faith taken action, or failed to take possible helpful action in the meantime, may assert an estoppel precluding the depositor from setting up the mistake; and the principle applies alike to all types of accounts stated." 6 Williston, Contracts, 5232 (1936 ed.).

The rule that appeals to us is that announced in *Israel v. State Nat'l. Bank of New Orleans*, 124 La. 885, 50 So. 783 (1909), wherein it was held that a bank has no defense on forged checks paid previous to return of the statement but that a negligent failure on the part of the depositor to report forgeries foreclosed him from recovery on amounts subsequently paid because of failure to put the bank on guard.

Proper Construction Of The So-Called "Bankers' Amendment" To Section 9 (3) Of The Negotiable Instruments Act And Its Significance Respecting Forgery Claims Under Bankers' Blanket Bonds

BY NEWELL S. BOARDMAN
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THE subject that I want to discuss is a very narrow one, namely, the "proper construction of the so-called 'Bankers' Amendment' to Section 9 (3) of the Negotiable Instruments Act and its significance respecting forgery claims under bankers'

blanket bonds." While the subject involves just one small phase of liability under bankers' blanket bonds, it is an important one from the standpoint of adjustment and defense of alleged forgery claims. A considerable bulk of the cases revolves around

it and, amazingly enough, while that bulk ought to be decreasing, it seems in point of fact to be increasing,—at least that has been our experience.

Before getting into the narrow subject for discussion, it might not be amiss to review briefly the historical development of the bond. It is my understanding that the first bankers' blanket bond so called was developed in the early 1900's by an underwriter at Lloyd's, London, named Hubert A. Nichols. After some negotiations and modifications in the original proposal, Mr. Nichols agreed to underwrite an inclusive form covering hazards, theretofore previously underwritten under separate policies and forms, for a specified amount of coverage pertaining to all the hazards described in the form. Thus was originated the Lloyd's form of banker's blanket bond now known by his initials, the HAN Lloyd's Bankers' Bond. The fact that this contract was available tended to stimulate the demand among banks for an inclusive bond. The American Bankers Association in 1915 and 1916, through its effort, caused American surety companies to offer new forms of a blanket nature. When I refer to the word "blanket" nature it must be borne in mind that the word "blanket" refers to the blanket amount of coverage which applies to the several risks covered under the bond and does not mean that the coverage under the bond is against all hazards.

Improvements were made in the bonds through the joint efforts of committees of the American Bankers Association and committees representing the surety companies or the Underwriters at Lloyd's, London. But the very fact that the bonds are "blanket" as to amount only and are limited to certain hazards leads to the conclusion that further improvements will yet be considered. In 1941 a new bond, designated "Standard Form 24" was made available to all commercial banks and trust companies by American companies writing the bankers' blanket bond. Both the American companies and Lloyd's revised their forms in 1946.

The bankers' blanket bond forms in general, with some differences, omissions and additions, now cover the following hazards:

1. Dishonesty of officers and employees (fidelity insurance).
2. Loss of property or, as some bonds put it, property lost while on the premises of the insured, in the custody of the insured's employees, or a customer or

its representative, by reason of burglary, robbery, larceny, false pretenses, destruction, misplacement, disappearance, etc. (The term "property" is defined in the bonds and has a very broad meaning.)

3. Substantially the same type of coverage respecting loss of property or property lost while in transit. The "in transit" provisions are usually limited to certain types of transit and exclude others.
4. Forgery of certain described instruments including checks, drafts, acceptances, etc.
5. Acting upon forged securities, documents, or other written instruments.
6. Damage to offices, furnishings and equipment for specified causes other than fire.

Each of these coverages is of course defined in considerable more detail in the insuring and exclusion clause of the bonds but, subject to such refinements, I believe the foregoing sets forth in a general way the various fields of the hazards which are covered.

It seemed to me that with a bond of such scope it would be rather foolish to undertake, in the time allotted, any comprehensive discussion of the numerous clauses and provisions of the bond. I thought my talk might be more helpful if I were to confine it to a very narrow but live problem which arises under the bond and undertake to cover that problem with some thoroughness and detail. As to that problem: Section 9 (3) of the N. I. L. provides:

"Section 9. WHEN PAYABLE TO BEARER—The instrument is payable to bearer:

* * *

"(3) When it is payable to the order of a fictitious or non-existing person, and such fact was known to the person making it so payable."

When Illinois first adopted the N. I. L. in 1907 it substituted for 9 (3) of the N. I. L., language as follows:

"(3) When it is payable to the order of a person known by the drawer or maker to be fictitious or non-existent or of a living person not intended to have any interest in it."

The language "of a living person not intended to have any interest in it" seems to

have been excess caution upon the part of the Illinois Legislature for, as we shall see, the construction placed upon this Section prior to the Bankers' Amendment to it by the Supreme Court of this state was the same construction that the supreme courts of other states had placed upon 9(3) of the N. I. L., which section, of course, does not include this additional language.

The significance of this provision of the N. I. L. respecting forgery coverage under bankers' blanket bonds is, of course, apparent. If the instrument is payable to bearer under this Section of the N. I. L. any cashing, intermediate or paying bank properly honors it when presented for cashing, collection or payment. No liability attaches against the banks for paying it to bearer and hence, except for defense costs (if any), no indemnification liability can arise under the bond. While the paper may bear unauthorized endorsements—in fact in most cases arising under this section, the paper usually does bear unauthorized endorsements—the endorsements are of no legal significance from the standpoint of passing title to the instrument because the instrument is payable to bearer and legal title passes by delivery without endorsement.

In 1931 the Illinois Legislature passed the so-called Bankers' Amendment to this section of the N. I. L. so that the section then and now in Illinois reads as follows:

"When it is payable to the order of a fictitious or non-existent or living person not intended to have any interest in it and such fact was known to the person making it so payable, or known to his employee or other agent who supplies the name of such payee."

(The italicized portion is the so-called Bankers' Amendment). This amendment was adopted by Illinois, Idaho and Montana in 1931. The amendment seems to have gained no further legislative approval throughout the 1930's but in the 1940's there has been a wakening on the part of the legislatures of quite a number of states as follows: It was adopted in Massachusetts in 1941, Louisiana in 1942, and California, Georgia, Missouri, New Mexico and Wisconsin in 1945; so that the amendment is now in force in at least ten states. There may be other states that have adopted it. I have not made a comprehensive check. It would appear that the amendment is gaining momentum with the years. With the substantial number of states with which it

has found favor in the last several years, it would seem fairly probable that before so many years, the amendment will be adopted by a substantially larger number of states than have it at the present time.

So much for the amendment and the states that have adopted it. What is the proper construction of the amendment in the light of the purpose it was intended to subserve? As to the purpose, I shall be content to let Mr. Paton, counsel for the American Bankers Association, speak for me. I think that this construction can only be answered properly by reference to the construction of 9(3) of the N. I. L. in Illinois and elsewhere prior to the amendment. By the overwhelming weight of authority, the fact of whether the payee is living or dead or whether the drawer actually owes the payee anything or whether the payee is an entirely non-existent fictitious person is of no import in determining whether the instrument is bearer paper, under subdivision (3) of Sec. 9 of the N. I. L. as in force in other jurisdictions and in Illinois prior to the 1931 amendment. This overwhelming weight of authority holds that the sole and controlling consideration is the intention of the drawer of the instrument. In determining this intention, the courts do not look beyond the intention of the person authorized to sign the instrument. Thus, if the signer of the instrument believes that he is signing an instrument payable to a real person upon a valid obligation and intends that it shall be so paid, that intention controls and the instrument is held to be non-bearer paper under this section of the Act. All of the factors above mentioned are entirely beside the point regardless of the fraudulent intent some other employee or agent has respecting the instrument. On the other hand, if the person authorized to sign intends that the payee shall never have any interest in the instrument, all of the factors above mentioned are likewise immaterial as the intent of such drawer controls. The instrument is then held to be bearer paper under this section of the Act.

The foregoing is the rationale of the Supreme Court of Illinois in *U. S. Cold Storage Company v. Central Manufacturing District Bank*, (Ill. Supreme 1931),¹ the leading Illinois case on the subject prior to the amendment. In that case one Meister was the plaintiff's chief clerk and had

¹343 Ill. 503.

charge of the office. A carbon copy of each check was made and this copy was initialled by the department head and, on this initialing or O.K., the officers authorized to sign checks would and did sign without further investigation. During a period of a little less than a year and a half, this employee caused some fifty checks to be made out by the bookkeeping department payable to seven different customers of the plaintiff. The plaintiff at the time was not indebted to the respective payees. Meister in each case initialled a duplicate check or voucher. The proper signing officers, on the strength of this O.K. or initialling by Meister, signed the checks believing that they were signing bona fide checks payable to these customers for a bona fide amount owing. Meister, of course, knew otherwise. After the checks were signed he came into possession of them, endorsed the payee's name on the back without authority, cashed them and went South with the money. The drawer sued its drawee bank for recovery, these checks having been paid by the latter and charged to the drawer's account. As a defense, it was urged that the checks were bearer paper in that Meister's intent controlled its character and that as he, as an employee of the plaintiff, intended that the payee should never have any interest in the checks, this intent or knowledge was attributable to the drawer. The court held that the checks were not bearer paper; that the intent of the persons signing the instruments controlled; that as they thought they were signing bona fide checks payable to customers in an amount actually owed, that intent controlled the character of the instrument and that the drawer was not chargeable with the knowledge or intent of its employee Meister. On the latter point the court held that knowledge or intent of the agent is not attributable to the drawer when the employee is not acting within the scope of his authority but adversely to his employer and bent upon a fraudulent scheme of his own. It will be noted that this case was decided in April of 1931 and that the so-called Bankers' Amendment to the section in question was adopted by the Legislature of this state the same year.

In *Paine v. Cont. & Comm. Nat. Bank* (Ill. App. 1931),¹ a case decided by the Appellate Court approximately three months

before the Supreme Court decided the *U. S. Cold Storage Company* case, the court said:

"It is the intention of the maker of the instrument which controls its character with respect to whether or not it is payable to bearer."

"This is the uniform construction of this statute."

Three illustrative cases from other jurisdictions construing the Section as initially written are:

Snyder v. Corn Exchange Bank (Pa. 1908)²

Los Angeles Investment Company v. Home Savings Bank (Cal. 1919)³

Bourne v. Maryland Casualty Company (So. Car. 1937)⁴

In the *Corn Exchange* case (Pa. case) the court said:

"A fictitious person within the contemplation of the act * * * is not merely a non-existing one, for, if so, the word 'non-existing' would have been sufficient without more. It is clear, then, that when the legislature declared that a check payable to a 'fictitious or non-existing person' is to be regarded as payable to bearer, it meant a fictitious person to be one who, though named as payee in a check, has no right to it, or the proceeds of it, because the drawer of it so intended, and it, therefore, matters not whether the name of the payee used by him be that of one living or dead; or of one who never existed."

In the *Los Angeles Investment* case (Cal. case) the checks in question were made some to existing persons, some to non-existing persons and one was based upon a genuine demand and was made payable to a genuine creditor as payee. In all cases the defrauding employee Emery himself collected by forging the payee's endorsement. None of these instruments were held to be bearer paper because the person in authority to sign the checks believed he was making checks in favor of existing persons who had valid claims against the company. Both of these cases were relied upon by the Illinois Supreme Court in the *United States Cold Storage* case.

In the *Maryland Casualty* case (So. Car. case) an administrator of a veteran's estate

¹70 Atl. 876, 221 Pa. St. 599.

²180 Cal. 601; 182 Pac. 293

³192 S. E. 605; 185 So. Car. 1; 118 ALR 1.

⁴1259 Ill. App. 526 at 531.

procured an order of the County or Probate Court authorizing him to pay funds in his possession as such administrator to those having the beneficial interest in the estate. The administrator drew checks on the defendant drawee bank and named those entitled to the beneficial interest of the estate as the payees. Without authority he then endorsed the payees' names, cashed the checks and used the proceeds for his own purposes. The Court held that the checks were bearer checks. Respecting the argument that the checks were not bearer checks because they were payable to those who were actually entitled to the money, the Court says:¹

"* * * But the appellant and the respondent bank are not in entire agreement as to the signification of the words 'fictitious or non-existing person,' as used in the statute. Counsel for the appellant say that, where the drawer of a check selects the name of a person known to him 'but having no interest in the check or rights under it, the person whose name is so selected is a fictitious payee and the check is a bearer check;' but that the situation is entirely different 'if the person named as payee was actually entitled to the check, or had an interest in the proceeds thereof or rights therein;' that in such a case the person named is not a fictitious payee, regardless of the intention of the maker of the check. Counsel for the bank argue that the *intent* of the drawer of the check in inserting the name of the payee is the *sole test* whether the payee is a fictitious person; and that the 'interest of the payee' is determined by whether or not the maker intended for him to receive the instrument or the proceeds. * * *

"* * * It is true, in order to perpetrate the fraud upon the estate, as was done, Frierson as administrator, used the names that he did in an apparently legitimate exercise of his authority, still this was merely done, as the evidence shows, as a subterfuge or trick to mislead and deceive the judge of probate and others to whose attention the matter might necessarily come. He knew that these named payees were fictitious; that is to say, he fully intended that they should have no right either to the checks themselves or to the proceeds thereof. If

therefore, a fictitious person, as is held, is meant to be one, though named therein as payee, who has no right to the check or to the proceeds of it, *because the drawer of it so intended*, then it is clear, under the facts of this case, that the payees, whether existing or non-existing persons, whose names were inserted in the checks made by Frierson, as administrator, were fictitious beings."

Cases arising under this section of the Act as enforced in other jurisdictions and in Illinois prior to the Bankers' Amendment are collected in a comprehensive note in 118 A. L. R., 15. The overwhelming weight of authority in Illinois and elsewhere was to the effect that it was the intent of the drawer of the instrument that controlled, that is, the person in actual authority to sign and who did sign the instrument and gave it vitality. All other factors were immaterial.

The Bankers' Amendment seems plain enough. It added one more alternative factor, namely, the knowledge of the employee or other agent who supplies the name of such payee intending that the payee shall never have any interest in it. In the light of the test before the Amendment and the simple alternative addition to it by the Amendment, it would seem that there should not be too much difficulty resolving bearer paper questions under the Act as amended. But there has been. There has been persistent effort to read into the Amendment limitations which are not expressed in it. Thus it has been argued and is still being argued that the Amendment does not apply where the check is payable to a living person to whom all or a portion of the amount of the check is owing; that it applies only where the check is payable to a non-existent person; that the employee's or other agent's intent that the payee shall have no interest in it is not controlling unless the employee has some duty to perform in connection with the mechanical drawing of the check, etc. None of these factors were material prior to the Amendment. What makes them material after the Amendment?

If the Legislature wished to place any such limitations upon the Amendment, it would have been a very simple thing for it to have said so. When the Amendment says "or known to his employee or other agent who supplies the name of such payee," I can see little excuse for asking

¹pp. 8, 9, 10, 118 ALR.

a court to construe the Amendment as if it read "or known to his employee or other agent who supplies the name of such payee" who has some duty to perform in connection with the mechanical drawing of the instrument and then only in those instances where the payee is a non-existent person to whom the employer is not indebted. Such an interpretation is, in my mind, not interpretation or construction at all. It is adding language and limitations to the plain language of the Amendment. It is limiting where the Legislature has not limited. The addition of such language, if it is to be made in whole or in part is, I submit, the performance of a legislative rather than a judicial function.

It has always been a pet belief of mine that a correct solution of most questions in the legal field depends upon a proper approach to the problem. This is true in the field of statutory construction as in other fields of law. So here, if you take the approach that "the notion that because the words of a statute are plain, its meaning is also plain, is merely pernicious over-simplification,"¹ the bars are down and you can come up with pretty nearly anything you want by way of wishful thinking for an answer. This approach obviously permits a strong arming of statutes and that in turn means a strong arming of legislative or congressional intent. It means usurpation of legislative power. This has become so bad by some courts that it has become recognized by at least one member of the Supreme Court of the United States as a problem of no mean magnitude (see Justice Jackson's 1948 address to the American Law Institute²). It obviously is a problem of some proportions when a judge of the calibre and liberal tendencies of Learned Hand felt impelled in a very recent case to make the following classic observation:

"* * * I trust that I shall always be docile to what Congress may command; but for a result so shocking to my notions of fair play, I must find words which leave me no alternative. I do not find them; and I will not search for their equivalent in that circumambient aura, so often euphemistically described as 'the policy of the statute.'"³

¹Frankfurter, J., dissenting in *U. S. v. Monia*, 317 U. S. 424, 431 (January 11, 1943).

²34 Am. Bar Ass'n. Journal, p. 535.

³McComb v. Scerbo & Sons (C. C. A. 2d, Aug. 18, 1949), C. C. H. Labor Law Reporter Par. 65297.

On the other hand, if you take the approach that where the words of a statute are plain, that ends it and the courts are not justified in adding or subtracting therefrom, in short,—should not enter the legislative domain, you generally come up with the answer that the Legislature has given,—the only proper answer when the judiciary stays within its proper field.

The highest court of this state subscribes to this view. Thus it was said by the court in *Lindley v. Murphy* (Ill. Supreme 1944)⁴

"We are aware of a recent pronouncement by high authority denouncing the doctrine that because the words of a statute are plain and unambiguous its meaning also is plain as 'merely pernicious over-simplification.' The Courts of this State do not subscribe to this view and where, as here, the words of the relevant statutory provision are singularly free from ambiguity, we decline to render them ambiguous by a tortuous process of construction in the respects urged by defendant, or otherwise."

The Illinois Appellate Court for the First District subscribes to the same view and has applied it to the Bankers' Amendment. It has taken the Amendment as written and has refused to apply limitations not expressed in it. *Houghton-Mifflin Co. v. Continental Illinois Nat'l. Bank & Trust Co. of Chicago* (Ill. App. 1938)⁵

In that case plaintiff, a depositor in defendant bank, employed S as a book-keeper, one of whose duties was to make out checks in payment of bills payable and salaries and commissions. The checks were then presented to certain of plaintiff's officers or agents who had the power to sign them. S drew 20 checks on the defendant bank over a period of time payable to salesmen to whom the plaintiff did not owe the amount of the check, had them signed by the proper signing officers, endorsed the payees' names on the back, without authority, cashed them at the defendant bank and used the proceeds. Plaintiff, whose account had been charged by the defendant bank with the amount of these checks, sued the defendant for this amount. The trial court gave judgment for the plaintiff which on appeal was reversed. The Appellate Court held that

⁴387 Ill. 506, 515.

⁵293 Ill. App. 423.

under these circumstances the checks were bearer checks because the payee was not intended to have an interest in them and such fact was known to the depositor's agent who supplied the name of the payee, saying:

"The cases construing the section before its amendment are collected and discussed in 27 Ill. Law Review, pp. 564, 565, and 4 University of Chicago Law Review, pp. 670, 672. Bankers urged the law thus announced was unjust and there appears in the record a portion of a pamphlet entitled, 'Program of State Legislation Recommended by American Bankers Association, corrected to Jan. 1, 1932,' indicating their attitude. The statement is by Mr. Paton, counsel for the association. After giving the exact section 9 as amended by the Illinois Legislature in July, 1931, he says:

"This amendment drafted in the office of the general counsel and approved by the Association, enlarges the definition of bearer paper by including instruments payable to fictitious persons, where the employee or other agent has knowledge of the fiction. Under the existing definition the drawer of a check having no knowledge of the fiction cannot be held responsible for the act of his agent who supplies the name of the fictitious payee. The person mistakenly signing such check believes it is payable to a real person and expects it to be transferred by genuine endorsement. In point of fact, transfer by genuine endorsement is impossible and this places an unfair burden upon the paying bank or a bona fide holder.

"The Purpose of the amendment is to place the responsibility upon the drawer of an instrument for the acts of his agent who names a fictitious payee without the drawer's knowledge. This is accomplished by treating such instrument as bearer paper transferable by delivery."

Here is the purpose. It will be noted in the statement quoted that there is no language indicating that the purpose of the amendment is in anywise limited to those situations where an employee or other agent has some duty to perform in respect of the actual mechanical preparation of a check. The purpose of the

amendment was to place the responsibility upon the drawer "where the employee or other agent has knowledge of the fiction."

In the *Houghton-Mifflin* case the drawer of the checks sought to limit the scope of the Amendment so as not to include checks payable to payees not intended to have an interest in the checks. This argument prevailed in the trial court. The Appellate Court said with respect to such contention:

"There is no language in the statute from which such limitation on its meaning can be inferred. This construction is clearly contrary to the purpose for which the amendment was enacted. It was suggested by the trial judge that if the amendment had been given the construction now urged by defendant it would not have been passed by the legislature. This is only a matter of opinion and at that on a thing with which the courts have nothing to do. Our function is to construe the law as it is written, not to make it. Its wisdom or unwisdom is not for the determination of the courts. We hold as a matter of law the plaintiff was not entitled to recover, and the judgment is therefore reversed without remanding." (p. 430).

This is the only decision on the Amendment that has reached and been decided by the appellate courts of this state. There would not seem to be any language in the opinion that would lend aid or comfort to those who wish to have the court introduce, under the guise of judicial construction, limitations which the Legislature has not placed upon it.

The most recent case construing the Amendment fully supports this view. *Citizens Loan & Security Co. v. Trust Co. of Georgia* (Ga. App. 1949)¹ This was a suit to recover of defendant the amount of checks which were drawn by plaintiff on defendant payable to fictitious persons and on which plaintiff's agent endorsed fictitious names. Plaintiff was engaged in the business of lending money. Its agent at a certain city furnished it with the names of thirty-two fictitious and non-existing persons as ostensible applicants for loans. The loans were approved, checks were issued and paid by the defendant bank. Plaintiff's agent endorsed the payee's names on the checks, cashed them and ap-

¹293 Ill. App. at 426-428.

¹79 Ga. App. 184; 53 S. E. 2d 179.

propriated the money to his own uses. It will be noted that this agent had nothing to do with the mechanical drawing of the checks nor did he have any duty or authority with reference to the check or instrument involved. His duty was in the field of submitting loan applications. He submitted fictitious ones. It was argued that for this reason the plaintiff's agent had not supplied the names of the payees as contemplated by the statute. The court quotes with approval from Paton's Digest of Opinions:¹

"The object of this statute is to protect banks from losses which they frequently sustain as a result of fraud exercised by an agent of a bank depositor. The fraud referred to is usually perpetrated in the following manner. The agent prepares fraudulent documents which indicate that the principal is indebted to a named party, and, by means of these documents, obtains the principal's signature on a check payable to the supposed creditor. The agent then forges the payee's indorsement and cashes the check, which is eventually paid by the drawee bank. Such indorsement, being a forgery, would not pass a valid title to the check. Consequently, the drawee bank would be liable to its depositor in paying the check and any bank which collected the check would be liable to the bank from which payment was received. If such a check were regarded as a bearer instrument, the forged indorsement would be immaterial, so far as the passing of title is concerned, and the drawee bank would be protected. * * * The amended Section 9(3) quoted in the original opinion, p. 1867, Vol. II, of the Digest, makes such check a bearer instrument where the fictitious character of the payee is known to the agent who supplies the name of such payee to the person who signs the check. In the states which have amended the statute, a bank would be protected in paying a check issued through the fraud of an agent in the manner outlined above."

It will be noted that in neither of these quotations from Paton as to purpose is there the slightest suggestion that the employee must have some duty to perform

or authority respecting the check or instrument involved.

The court held that the defrauding agent did supply the names with the requisite intent and that the checks were accordingly bearer paper. Recovery was denied.

The only other Appellate Court case that I know of construing the Amendment is *Swift & Co. v. Bankers Trust Co.* (Ct. of App., N. Y. 1939)² The case is of particular interest in that it involves a conflict-of-laws question as well as construction of the Bankers' Amendment to 9(3) of the N. I. L. In the *Swift & Company* case the plaintiff, an Illinois corporation, maintained a deposit account in the defendant bank located in New York. Duly authorized officers of the plaintiff were induced to sign checks by a clerk in the voucher department in plaintiff's Chicago office drawn to the order of John R. Turley. It was the duty of this clerk to approve vouchers or requests for checks received from other departments and to send such vouchers, properly initialed or approved to plaintiff's banking department which would then issue checks in accordance with such approved vouchers. The clerk altered some used vouchers by inserting the name John R. Turley in place of the originally named payee and procured checks to be issued in accordance with the altered vouchers. He then endorsed the checks in the name of the payee, John R. Turley, and deposited them in a bank in Chicago and collected the proceeds. The drawer sued its New York drawee bank in the New York State Court to recover the amount of these checks which had been charged to its account. It will be noted here that the clerk had no duty to perform respecting the actual mechanical drawing of the checks. The employee's duty related only to the preparation of vouchers as a result of which checks were drawn. So far as the construction of the Illinois law was concerned, the court had no difficulty in concluding that the checks were bearer checks under the law of Illinois. New York had not adopted the Bankers' Amendment. The checks therefore would not be bearer checks under the law of New York.

The New York state court held that the law of the place of contracting governed the rights of the parties. That law was the law of the place where the checks were drawn (Illinois) and under that law there

¹Vol. II (1948) Supp. Sec. 6:9, p. 34.

²280 N. Y. 135; 19 N. E. (2d), 992.

could be no recovery because the checks were payable to bearer. It was accordingly so adjudged.

One further case should be noted. It is not a reported case as it never went beyond the trial court. But it is particularly interesting when compared with the *Swift & Company* case. It also involved a conflict-of-laws question. The case is *Sun Life Assurance Company of Canada v. The First National Bank of Chicago*, Civil No. 2748, tried before Judge Igoe in the Federal District Court here in Chicago. Decision was rendered in January, 1943. The plaintiff corporation, Sun Life Assurance Company of Canada, had an agent named Tucker who worked out of its Indianapolis, Indiana, office. It seems that he considered gaining the confidence of widows of some financial substance a most legitimate field for operations. He sold two widows involved Sun Life Annuity Policies and genuine policies were issued by Sun Life and through Tucker delivered to these widows. By some machinations he subsequently got hold of these annuity policies. He forged their names to applications for cash surrender value of the policies and then sent the policies and the applications through the mails to the principal office of Sun Life located at Montreal, Canada. There the applications went through the routine of computing cash surrender value and the issuance of a check by Sun Life payable to these policy holders, in the amount of the cash surrender value so computed. The checks were drawn on the First National Bank of Chicago. They were sent through the mails to the Indianapolis office of Sun Life and delivered to Tucker for delivery to the payees. He endorsed their names on the backs of the checks without authority, cashed them at two different banks in fairly small towns in Indiana and then went South with the money and was never thereafter heard from or apprehended so far as I know,—at least he had not been at the time of trial. When presented to the drawee bank here in Chicago, the First National Bank, the checks were paid and Sun Life's account charged with the amount thereof. Sun Life then sued the First National in the Federal Court here for the recovery of the amount of these checks, it being claimed that the endorsements thereon were forgeries and that the bank was liable. It will be noted that both Tucker and the agent in the Georgia case were far

removed from the actual physical mechanics of drawing the checks or any duty with respect thereto.

Defense was interposed that the checks were payable to bearer under Illinois law and that Illinois law controlled. It was clear that the checks were not bearer instruments under the applicable Canadian law (law of the place of making). It was equally clear that the checks were not payable to bearer under the law of Indiana (place of cashing) as Indiana had not adopted the Bankers' Amendment. Jurisdiction in the Federal Court was grounded upon diversity of citizenship. Under the doctrine of *Erie R. R. Co. v. Tompkins*,¹ it was the duty of the Federal Court to endeavor to arrive at the same decision that an Illinois state court would have reached under the same set of facts, including the application of the same conflict-of-laws doctrine that the Illinois state courts would have applied.²

Illinois has a very broad conflict-of-laws, place-of-performance doctrine for determining the rights of the parties. It was clear that the place of performance, as applied to instruments of this nature, was the place of payment, which was, of course, Chicago, Illinois, where the drawee bank was located. It was therefore urged that the Illinois law controlled and that under the law of Illinois the checks were bearer paper by virtue of the Bankers' Amendment to this section of the statutes. The court agreed and recovery was denied. To those who would restrict the amendment, it seems fair to ask the question, who did supply the name if Tucker did not? The same question may be asked as to the employee in the Georgia case.

In all of these cases there would have been recovery but for the Bankers' Amendment. Recovery would have been based upon the bank's liability for charging its depositor's account with checks bearing forged endorsements. Such a liability is covered under a bankers' blanket bond. But because of the Bankers' Amendment the checks were payable to bearer and hence properly cashed, collected and paid by the various banks that dealt with them. As there was no liability on the part of the banks, there obviously could be no liability to the banks under any Bankers'

¹304 U. S. 64; 82 L. Ed. 1188 (1938).

²Klaxon Co. v. Stentor Elec. Mfg. Co., 313 U. S. 487; 85 L. Ed. 1477 (1941).

Blanket Bond that the banks might have, except for defense costs, if any.

It would seem that there can be no logical distinction between any of these cases (and the courts have made none) when considering whether the paper is bearer paper under the Bankers' Amendment. In each case it was what the employee did with the requisite statutory fraudulent intent that resulted in a check and *but for which* no such check would ever have been issued to the payee whom the employee intended should have no interest in it. That is supplying the payee's name in any ordinary sense of the term and that is all that the statute requires. The courts, in the cases cited, have given full sweep to what seems to me at least to be the obvious intent of the Legislature by the language of the Bankers' Amendment. There are no appellate court cases to the contrary that I know of.

There is a Circuit Court of Cook County case, *Hillman v. Kropp Forge Company*, No. 45 C. 339, now on appeal in the Appellate Court which you will want to watch. It does not support the view that I have advanced. It limits the scope of the amendment to the knowledge of an employee who has some duty or authority in reference to the check or instrument involved.

In that case the employee who caused the checks to be issued was a superintendent of the machine shop of Kropp Forge. In this capacity he had authority, amongst other things, to draw requisitions for the

purchase of materials and he recommended to the purchasing agent where supplies should be purchased. Receiving records were made by that Department (Receiving Department) on the information furnished them by this employee. The materials were never in fact delivered. Checks issued in due course of routine thereafter. Kropp Forge stopped payment on the latter of these checks and the cashing currency exchange sued Kropp Forge to recover, amongst other things claiming that the checks were bearer instruments. Kropp Forge denied this and counter-claimed against the plaintiff and its (Kropp Forge's) drawee banks for recovery on other checks in the same category.

The crux of the opinion by Judge Lynch is as follows:

"It is the Court's opinion that the 1931 amendment to Sec. 29 (3) 'or known to his employees or other agent who supplies the name of said payee' was not intended to charge the maker of an instrument with the intention and knowledge of an employee who had no duties or any authority in reference to the check or instrument involved."

This case was not correctly decided by the trial court if the "but for" test that I have suggested is the law. We will have some further expression from the Appellate Court in the near future whether the "but for" test is the law or whether the amendment is to be given a more restrictive application by judicial construction.

The Status Of Mexican "Mail-Order" Divorces In Compensation Cases

BY LEWIS C. RYAN
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THE Court of Appeals of the State of New York in a very recent decision in the case of *Richer vs. Globe Forge & Foundaries, Inc. and Travelers Insurance Company* reported in 299 N. Y. 735, in which case the author appeared as attorney for the insurance carrier, for the first time has determined a question which will be of interest to compensation carriers and their attorneys alike.

The question involved was whether or not a claimant was entitled to receive a

death benefit award in a compensation case where she had married the deceased employee after obtaining a so-called "mail-order" Mexican divorce from her first husband.

In the case in question, the claimant obtained a divorce in Mexico from her first husband by means of the parties filing consents and powers of attorney in the Mexican Court upon which a Mexican divorce decree was thereafter granted to the claimant. Neither the claimant nor her

first husband ever resided in Mexico, nor was either one of them physically present in Mexico during the divorce proceedings.

After receiving her Mexican divorce decree, the claimant went through a marriage ceremony with the deceased employee and thereafter lived for several years with him as husband and wife until his decease. The first husband of the claimant was alive during all of this time.

At the hearing before the Compensation Referee, the Travelers Insurance Company, the insurance carrier, offered evidence which established that the claimant's Mexican divorce decree was of the mail-order variety. It thereupon sought a dismissal of the proceeding on the ground that the Mexican divorce decree was entitled to no standing in the State of New York and that the claimant was, therefore, still legally married to her first husband and thus could not be the wife of the deceased employee at the time of his death.

The Compensation Referee decided that until a Court of competent jurisdiction had declared the marriage of the claimant to the deceased employee to be invalid, there existed a presumption in favor of the validity of the second marriage and thereupon found the claimant to be the lawful widow of the deceased.

On review by the Workmen's Compensation Board the finding of the Referee on this question was affirmed with the Board likewise finding that there was a presumption in favor of the validity of the second marriage.

The carrier then appealed to the Appellate Division of the Supreme Court of the State of New York and the award to the claimant was again affirmed but with two justices dissenting. The dissenting justices agreed with our contention that the claim should be dismissed on the ground that the claimant had not been legally divorced from her surviving husband when she was married to the deceased and the presumption as to the validity of her second marriage had been overcome by the proof that the Mexican divorce was a "mail-order" decree.

On the appeal to the Court of Appeals by the Carrier, that Court in reversing the courts below and in dismissing the claim, stated:

"The claimant, however, is not entitled to an award, for her divorce from Snyder was void (*Caldwell v. Caldwell*,

well, 298 N. Y. 146), and hence she is not the widow of the deceased employee."

The brevity and finality of the opinion of the Court of Appeals on this question was perhaps occasioned by its reference to the Caldwell case in which the Court of Appeals had earlier set at rest any doubt as to the standing in New York Courts of the so-called "mail-order" Mexican divorces.

In the Court of Appeals, the Attorney General for the State of New York, in seeking to sustain the award to the claimant, argued without success that there could be no collateral attack on the Mexican divorce decree by the insurance carrier, and that the claimed presumption in favor of the validity of the divorce decree must prevail.

In considering the validity and effect of Mexican divorce decrees or decrees obtained in any other foreign country, as contrasted with decrees obtained in sister states of our union, one must bear in mind at all times, the variation of standards to be applied.

As to the validity of divorces granted by sister states, a very definite standard is invoked since such a decree is a judgment which falls within the protection of two clauses of the Federal Constitution.

The due process clause of the Federal Constitution provides:

"Nor shall any state deprive any person of life, liberty or property without due process of law." (Article 14, Section 1).

The full faith and credit clause of the Federal Constitution provides:

"Full faith and credit shall be given in each state to the public actions, records and judicial proceedings of every other state." (Article 4, Section 1).

The meaning of the quoted words themselves in both clauses are extraordinary in their simplicity to the reader, but in their application to a given set of facts, as many different interpretations result as there are lawyers passing on the question. The Courts themselves mirror the doubts and uncertainties in the minds of the practicing attorneys concerned with this question and the opinions of both the majority and dissenting members of the Court in the oft-quoted case of *Williams and Hendrix vs.*

State of North Carolina, decided on two different occasions by the United States Supreme Court (317 U. S. 287; 63 Sup. Ct. 207 and 325 U. S. 226; 65 Sup. Ct. 1092) are a vivid example of the simplicity of language but difficulty of application of the quoted sections of the Constitution.

In a consideration, however, of the validity and status of a divorce decree of a foreign country, be it Mexico or any other foreign state, a much more flexible and elastic standard enters the picture. In the latter cases, the quoted sections of the Federal Constitution have no application.

The rule and standard to be applied in judging a divorce decree of a foreign state is the so-called Doctrine of Comity, a method by which a state is empowered to give full force and effect to those judgments of other states which it is not obligated to recognize, but does in fact, enforce, within its own jurisdiction out of a sense of respect for the judgments of such other states. It has been said that these judgments, however, to be recognized, must in all respects be fair, just and equitable and not offend the conscience of the Court. In cases involving the same situations, the Doctrine of Comity may be diversely applied by different state courts, depending upon the equities of the situation.

New York State had very clearly indicated that "mail-order" Mexican divorce decrees offend the conscience of its courts and that such decrees will not be recognized under the Doctrine of Comity.

In the *Caldwell* case, *supra*, the New York Court of Appeals, in discussing a Mexican "mail-order" divorce decree, stated at pages 149 and 150:

"Under our system of law, judicial power to grant a divorce—jurisdiction, strictly speaking—is founded on domicile. *Bell v. Bell*, 181 U. S. 175; *Andrews v. Andrews*, 188 U. S. 14. The framers of the Constitution were familiar with this jurisdictional prerequisite, and since 1789 neither this Court nor any other court in the English-speaking world has questioned it. *** We are commanded by the Constitution to give full faith and credit to the judgment of a sister State—a command which has no relation, of course, to foreign nation divorce decrees. Such a judgment has *prima facie* validity in our courts. The absent defendant spouse is customarily served in

accordance with the requirements of procedural due process in the other State. Thus the decree is valid unless and until attacked by collateral evidence that the plaintiff was not in fact domiciled in the sister State at the time of its rendition. Prior to such collateral attack the judgment establishes a finding of actual residence of the successful party plaintiff for the requisite statutory period and also of the added mental ingredient necessary for the jurisdictional finding of domicile. Consequently, for the procurer of such decree to attack it collaterally, he must contradict under oath his own declarations as to domicile, also made under oath in the sister State. In effect the procurer of the sister State divorce in order to attack it, must attempt to establish affirmatively in our courts that he succeeded in perpetrating a fraud upon the court of that sister State. To refuse to permit that is not unreasonable but is consonant with justice."

"The reason for that rule vanishes when we have presented to us a situation where two persons attempt to confer jurisdiction upon a court of a foreign nation by means of the execution of powers of attorney to counsel residing there and then forwarding such instruments by mail without ever visiting that nation or establishing their domicile there. This is the device which results in what we have come to denominate 'a mail-order divorce.' There is not even the slightest semblance or color of jurisdiction justifying action by a court. The spouses here never submitted themselves to nor invoked the jurisdiction of a court of the foreign nation as we understand those terms. They violated our statute embodying our public policy. (*Domestic Relations Law*, page 51). *Their collusive agreement and conduct may not be the foundation for the creation of any rights.*" (Italics Ours).

And at page 151:

"To hold that one is estopped or precluded from showing the invalidity of a 'mail-order divorce' is to allow such a void decree to affect, in some measure, the marital status of residents of this State. Mexico is one of our neighboring nations but no different rule may be applied to it than to a European, African or Asiatic nation. The legal profession, and indeed, the general public now rec-

ognize the valueless character of mail-order divorces. To grant such a decree even the limited operative effect in this State urged by plaintiff would be to abandon the legal position taken in the *Vose and Querze cases (supra)*."

The New York Courts have consistently stripped "mail-order" Mexican divorce decrees of all vestige of respectability or standing.

Senor v. Senor, 272 A. D. 306, affd. 297 N. Y. 800.

Querze v. Querze, 290 N. Y. 13.
Vose v. Vose, 280 N. Y. 779.

The extent to which this type of "mail-order" decree has been found to violate the conscience of the Courts of New York State is evidenced by their plain statement that attorneys advising clients to obtain such decrees run the risk of violating the Canon of Ethics of the New York State Bar Association.

Matter of Anonymous, 274 A. D. 89.

It is logical also to conclude that if a "mail-order" divorce decree is, as was said in the *Caldwell* case, "a nullity from which no rights of any kind may spring," the purported marriage of the claimant to the deceased could be found to be bigamous.

New York State Penal Law, Section 340.

People v. Baker, 76 N. Y. 78.

Williams v. State of North Carolina, 325 U. S. 226.

The Workmen's Compensation Laws have been generally recognized and accepted by the public as a far-reaching step in the fruition of the public social conscience of the states which have adopted such laws, for by enacting such legislation, it has been determined that it is for the best interests of the citizens of such state to

compensate them for injuries otherwise not compensable.

The soundness of the decision of the Court of Appeals in the *Richer* case is best evidenced by the fact that in the enactment of the Workmen's Compensation Law, it was never intended to permit a claimant to profit from an act which constitutes a violation of the public conscience of New York State, namely, the obtaining of a "mail-order" divorce decree, as a foundation for the creation of any legal claim for benefits under this law.

The questions relating to divorce and marriage are so closely woven into the fabric of every-day American life and are so determinative of the foundation and stability of family life that they are constantly receiving the most studious attention of all Courts.

An enlightened view on this question has been stated by the Supreme Court in the *Williams* case, 325 U. S. 226, wherein the Court stated at page 230:

"Divorce like marriage, is of concern not only to immediate parties, it affects personal rights of the deepest significance. It also touches basic interests of society. Since divorce, like marriage, creates a new status, every consideration of policy makes it desirable that the effect should be the same wherever the question arises * * *."

"But those not parties to a litigation ought not to be foreclosed by the interested actions of others; especially in a state which is concerned with the vindication of its own social policy and has no means, certainly no effective means, to protect that interest against the selfish action of those outside its borders * * *."

Liability Of Insurer For Loss Above Policy Limits

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THE casualty liability policies commonly provide that if suit is brought against the insured the insurer will defend in his name and behalf and if unsuccessful will "pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed

upon him by law for damages," within the limits of liability set forth in the policy.* Thus a contractual relationship is

* (Article on this same subject appeared in Insurance Counsel Journal, Vol. X, January, 1943, P. 35, and the decisions discussed there will be referred to only occasionally).

established and the insurer owes the insured the duty of due care in the preparation and trial of cases where the insured is exposed to loss above the limit. The insurer has been held so liable for failure to settle within the policy limits on the grounds of bad faith, fraud, negligent failure to settle and lack of reasonable diligence to settle. No need here to give the legal definition of these terms for the meaning is obvious. The question is what makes for breach of duty to the insured and what does not. In a 1919 decision, *Cavanagh v. General Accident*, N. H. 106 Atlantic 604, the syllabus stated: "One who insures another against liability for accidents owes the insured the duty of settling with the injured person before suit, if that is the reasonable thing to do, and is liable to the insured for negligent failure to do so after assuming control of the claim." The facts are not stated in the opinion. In 1924 the same court rendered its opinion in *Douglas v. U. S. F. & G.*, 127 Atlantic 708, holding the insurer liable. The policy provided "to serve the employer * * * by settlement of any resulting claims in accordance with the law." The insurer thought the insured was not liable but it developed the adjuster knew of facts to the contrary but failed to tell the claim manager and the latter, if he knew, failed to tell the lawyer then that insurance company "negligently" failed to settle, as is the conclusion of the courts in that case.

The Douglas decision was given consideration in *Traders and General v. Rudco*, 129 Federal 2nd 621, Okla. At page 627 the court stated that "some courts permit a recovery by the assured against the insurer for losses sustained * * * based upon the negligent conduct of the insurer, * * * and that other courts hold that mere negligence of the insurer in the conduct of the litigation is insufficient to justify a recovery by the assured but imposes upon the insurer the duty to exercise good faith only" and cites as authority *Auerbach v. Maryland Casualty*, 236 N. Y. 247, but the court in that case said at page 252: "there are no allegations in the complaint to the effect that the insurance company was negligent either in investigating the facts connected with the accident, or in the defense of the action, not a suggestion that it was guilty of fraud or misrepresentation in any way." On the same page the court asserts a mistake of judgment is not bad faith, re-

lying on *City of Wakefield v. Globe Indemnity*, Mich. 225 N. W. 643. That is plain enough. All these things, bad faith, fraud, and negligent failure to settle are breaches of duty created in the contract of insurance and hence responsibility for losses by the insured follows.

A 1944 decision is *Damiano v. National Grange*, 56 N. E. 2nd 18, Mass. The syllabus states: "when party binds himself by contract to do work or to perform a service, he agrees by implication to do workmanlike job and to use reasonable and appropriate care and skill in doing it."

Berk v. Milwaukee Automobile Ins. Co., Wis. 15 N. W. 2nd 834, decided in 1944, is where there was a verdict of \$10,000 and a \$5,000 limit in the policy. The case might have been settled for \$750 or \$1,000 but the insurer refused because it, through its trial counsel and through its experienced claim men, believed there was no liability. The court in holding for insurer at page 839 stated: "the fact that the defendant declined such offers and contested the action, when it could have settled at either figure, appears to be persuasive evidence of the good faith of defendant. We know of many instances in which able counsel have appeared before the court and, upon an agreed state of facts, differed as to the law of the case. Courts, as well as attorneys, sometimes differ on the law applicable to a given state of facts."

A 1945 decision is *Olympia Fields v. Bankers Indemnity*, 60 N. E. 2nd 896. The question here was whether trial counsel advised insurer to settle. That became a question of fact but because of erroneous instruction the court remanded case for new trial. However the opinion contains a good discussion of the applicable law. Illinois decision.

Where the insurer issued a policy of \$10,000 but reinsured half of it and where in a claim which could have been settled for \$5,500 and the insurer believing the case to be one for settlement told the insured that it had retained through reinsurance only \$5,000 but would pay only \$4,250 and asked the insured to contribute the balance it was held: "an insurance company owes the duty of good faith in conducting its insured's defense and negotiations for settlement of claims made against such insured that come within the terms of a policy of insurance issued by the insurer to the insured" and later stated: "the foregoing cases represent the

almost unanimous holding of the courts of last resort on the duty of an insurer to act fairly and exercise reasonable care to protect the interests of its insured in any reasonable offer of settlement made within the coverage of the policy upon a claim against the insured." The case is *Spang v. Trinity Universal Ins. Co.*, Ohio, 68 N. E. 2nd 122, rendered in 1946. But here is a decision rendered in 1947 by the Supreme Court of New Hampshire, *Dumas v. Hartford Accident*, 46 Atlantic 2nd 57. Insured ran down a young woman on the crosswalk and the case was a question of fact for the jury. Her losses were \$2,971; policy limits \$5,000. Plaintiff offered to settle for \$4,000 against which insurer offered \$1,500; plaintiff's offer was increased during trial to \$4,750; verdict \$13,500. The court in the suit by the insured against insurer held the insurer was not in the exercise of *good judgment* in refusing to settle and was therefore liable. A claim like this has a commercial value; its chances of winning were 50-50 and the probable verdict for plaintiff, if so found by jury, would likely be around \$15,000 would not the commercial value be far in excess of \$1,500? If so it would not be merely a mistake of judgment. This was a 1947 decision.

Royal Transit v. Central Surety, Wis. 168 Federal 2nd 345. Policy limits \$25,000, of which \$20,000 was reinsured. The injured person had judgment for \$62,500 (230 Wis. 175, 300 N. W. 227). The facts in the injury case pointed to liability. The doctors and hospital bills were about \$21,000, yearly wage loss in excess of \$5,000. Before trial settlement could have been made for \$25,000. One man, representing the insurance company, had complete control of negotiations and notwithstanding his attorneys' recommendations to settle refused to do so. The court in holding against insurer said: "When one man with the power to make decisions persists in a refusal to entertain a compromise under the circumstances here shown, contrary to the considered judgment of lawyers representing all parties interested in the litigation, a serious question as to his honesty and good faith arises. Especially is this so in view of the flimsy nature of his excuse for so refusing. He treated the matter, so he testified, as a 'horse-trading proposition'." A 1948 decision.

Here is a decision that gives concern. *National Mutual Casualty Co. v. Britt*,

Oklahoma, 200 Pacific 2nd 407. Policy limits \$5,000, judgment for plaintiff \$10,000. A jury question with but no better than equal chance of defendant winning. Insurer was told the case could be settled for \$1,700 or \$1,800 and later for \$3,900. These offers were made to the insured who was told by the president of the insurer to "tend to his own mining business and the company would tend to the insurance business." On the day of the trial the offer of \$4,000 was made. In a long opinion the court held against insurer. The court in syllabus said: "An indemnity insurer who stands to lose only a part of a litigated claim in case he refuses to settle it, where the insured stands to lose the balance, is bound to give the interests of the insured at least as much consideration as it does its own in determining whether or not to effect a settlement." At page 411 the court expressed its belief that "The insurer must act honestly to effectually indemnify and save the insured harmless as it has contracted to do—to the extent, if necessary, that it must make whatever payment and settlement and honest judgment and discretion dictates, within the limits of the policy and *an abandonment of this duty* to act subsequent to its assumption in part constituted 'bad faith.'" At page 412: "Herein, if the defendant used its authority over the case of the administratrix against the plaintiff with an eye solely to its own interests and in disregard of plaintiffs' interests it was guilty of bad faith." If the exposure in the policy had been \$10,000 and the exposure in the injury case \$10,000, with chances in favor of the injured person, was not the commercial value to the insurer as great as \$4,000? This is a feature that should always be given consideration. The above decision was handed down in 1948 and a year later came *American Fidelity v. Nichols*, Okla. 173 Fed. 2nd 830. A severe injury and a question of fact for the jury were involved. Limits \$10,000; verdict for injured man \$22,360 which, on appeal, was compromised for \$15,500 of which the insured paid \$5,500 and the insurer \$10,000. In the policy was a clause to the effect that no action shall lie against the insurer "for penalty because of the refusal or failure of the Company to pay or satisfy any demands or offers of settlement" even though they are within the limits of liability. The court in affirming judgment for insured wrote "We conclude the above quoted provision

of the policy did not bar Nichols' claim for actual damages suffered from a *breach of duty* by casualty company. Moreover, Oklahoma statute provides "all contracts which have for their object directly or indirectly, to exempt anyone from responsibility for his own fraud, * * * are violations of law whether wilful or negligent, are against the policy of the law" and that the bad faith of the casualty company was not fraud in the sense of false representation." But bad faith has been held to be synonymous with fraud by the Supreme Court of Oklahoma. *Pabst v. Nelson*, 236 Pacific 873. From another point of view the question is whether or not it was good judgment or bad judgment not to compromise.

A decision by an appellate court in Texas handed down in November, 1948, *Highway Ins. v. Lufkin*, 215 S. W. 2nd 904, has been the subject of much discussion. Policy limits \$5,000, offer of settlement \$4,500, losses fully justified, verdict of \$11,500 given the claimant and on the facts a question for the jury. The opinion covers nearly thirty pages. Texas had already ruled on the question and the holding was that the insurer is liable for *negligence* in not settling. "This is not the same standard of conduct as exists in those jurisdictions which profess to determine by insurer's *good faith* insurer's liability for rejecting offers of settlement. Good faith apparently implies no more than an absence of an improper motive and some basis in reason for insurer's act." *Due care* is now the rule in Texas. Plaintiff's evidence in the negligence case made a *prima facie* proof of wrongful act on part of insured. The offer of \$4,500 was made at the end of the plaintiff's case and again at the end of the defendant's case when the court had determined it was for jury to decide. The finding of the court was that it was for the jury to determine whether the insurer in refusing to accept the offer of \$4,500 was in the exercise of due care. The jury found against the insurer.

Ohio. Supreme Court. *Hart v. Republic Ins. Co.*, 87 N. E. 2nd 347. 1949. Limit of policy \$6,000; judgment for injured person \$12,000. Jury question as to negligence clear enough. Insurer refused to pay \$4,000 during trial. Syllabus by Court: "A liability insurance company which reserves the right to settle, as it deems expedient, in a claim against its insured, is not liable to the insured for negligence in settling or refusing to settle such a claim. Such company is liable to respond in damages to its insured if it fails to act in good faith with respect to the settlement of such a claim. An Ohio appellate court decision is *Ross v. Stricker*, 88 N. E. 2nd 80. The court there said: "we think it clear also that where the insured permits the insurer to defend, its obligation requires it to exercise good faith and due care and skill; and certainly would not authorize a settlement to insured's prejudice where no liability existed."

These are the decisions handed down since 1943. Careful reading of the opinions often leaves the impression of lack of proper preparation before trial and misconception of values during trial. The conclusion one draws after reading a file is often quite different from the case presented in court even though the facts are the same. For the court there is the question of applicable law offered by the lawyers; jurors are impressed or otherwise by the manner in which each one having to do with the case plays his part. Three hundred years ago in England a clerk of the court wrote: "and do not your jurors give their verdict as if they felt the cause, not heard it. Your witnesses, as they are cultivated, become partisan, and, like a clock, go slow or fast as they are set." In reading some of the opinions one cannot banish the suspicion that the thought of the insurer is "we have some chance to win so why pay our limit."

²From *Hudibras*, by Samuel Butler.

23RD ANNUAL CONVENTION THE GREENBRIER HOTEL WHITE SULPHUR SPRINGS, WEST VIRGINIA JULY 6, 7, 8, 1950

New Members Of The Association

In behalf of the officers and older members of the Association the Journal welcomes and takes pleasure in introducing the following named new members, who have joined the Association since April, 1949. We hope all of you will attend the 1950 meeting at White Sulphur Springs, West Virginia, July 6, 7 and 8.

- ALLEN, JAMES P., Jr.**—Boston 17, Mass.
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- DEAN, GOBLE D.**—Miami 32, Fla.
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1101 Pan American Bank Building
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415 Nashville Trust Building
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Mosman, Rogers, Bell, Field & Gentry
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- FOYNES, THOMAS N.**—Lynn, Mass.
7 Willow Street
- GALIHER, RICHARD W.**—Washington, D. C.
637 Woodward Building
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Gay & Behrens
70 Pine Street
- HANSBROUGH, J. HERNDON**—Tampa, Fla.
Macfarlane, Ferguson, Allison & Kelly
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Harrison, Coughlin, Dermody & Ingalls
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801 Union Station Building
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McMahan, Springer & Smart
West Texas Utilities Building
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Hatch, Wolfe, Nash & Ten Eyck
60 Wall Street
- NIGHT, WILLIAM E.—Binghamton, N. Y.
Kramer, Night & Wales
316 Security Mutual Building
- NIMS, DAVID E., JR.—Kalamazoo 8, Mich.
Jackson, Fitzgerald, Dalm, Nims, Sage &
Wheeler
219 West Lovell Street
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708 Guaranty Building
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409 Insurance Building
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St. Clair Adams & Son
1218 American Bank Building
- AGAR, THOMAS J., K. C.**—Toronto, Canada
General Counsel
Sun Insurance Office & Affiliated Companies
357 Bay Street
- AHLERS, PAUL F.**—Des Moines 9, Iowa
Bannister, Carpenter, Ahlers & Cooney
1012 Bankers Trust Building
- AHLVIN, ROBERT E.**—Kansas City 2, Mo.
R. E. Ahlvin Claims Service
2 E. 39th Street
- AIKEN, ARTHUR L.**—Fort Wayne 2, Ind.
J. H. & A. L. Aiken
221 Gettle Building
- AIKINS, G. H., K. C.**—Winnipeg, Canada
Aikins, MacAulay & Company
General Counsel, Great West Life Assur. Co.
Somerset Building
- AITKEN, PHILIP M.**—Lincoln, Neb.
Woods, Aitken & Aitken
General Counsel, Woodmen Central Life Ins. Co.
Woodmen Accident Building
- ALBERT, MILTON A.**—Baltimore 3, Md.
New Amsterdam Casualty Co.
227 St. Paul Street
- ALEXANDER, E. DEAN**—Detroit 26, Mich.
Alexander, Cholette, Buchanan, Perkins &
Conklin
2217 National Bank Building
- ALLABEN, F. ROLAND**—Grand Rapids 2, Mich.
Allaben, Wiarda, Hayes & Hewitt
408 Federal Square Building
- ALLEBAUGH, CARL F.**—Steubenville, Ohio
Kinsey and Allebaugh
Sinclair Building
Box 249
- ALLEN, JAMES P., JR.**—Boston 17, Mass.
Liberty Mutual Ins. Co.
175 Berkeley Street
- ALLISON, JOHN M.**—Tampa 1, Fla.
Macfarlane, Ferguson, Allison & Kelly
612 First National Bank Building
- ALPETER, JAMES E.**—Akron 8, Ohio
Walker & Alpeter
1003 Second National Building
- ALTICK, HUGH H.**—Dayton 2, Ohio
Matthews & Altick
Gas & Electric Building
25 North Main Street
- ANDERSON, DORMAN C.**—Chicago 4, Ill.
Continental Casualty Company
310 South Michigan Avenue
- ANDERSON, E. B.**—Owensboro, Ky.
First Owensboro Bank Building
Post Office Box 494
- ANDERSON, HENRY LONDON**—Fayetteville, N. C.
First Citizens' Bank Building
- ANDERSON, JAMES ALONZO**—Shelby, Ohio
General Counsel
Shelby Mutual Casualty Company
23 West Main Street
- ANDERSON, JOHN H., JR.**—Raleigh, N. C.
Smith, Leach & Anderson
Security Bank Building
- ANDERSON, JOHN R.**—Tupelo, Miss.
Blair & Anderson
203 Court Street
- ANDERSON, NEWTON E.**—Los Angeles 13, Calif.
Anderson, McPharlin & Connors
1017 Rowan Building
458 South Spring Street
- ANDERSON, R. LANIER, JR.**—Macon, Ga.
Anderson, Anderson & Walker
421-424 First National Bank Building
- ANDERSON, RICHARD A.**—Lake Charles, La.
King, Anderson & Swift
515 Weber Building
- ANDERSON, ROBERT H.**—Miami 6, Fla.
Loftin, Anderson, Scott, McCarthy & Preston
Box 1069
- ANDERSON, ROSCOE**—St. Louis 1, Mo.
Anderson, Gilbert, Wolfert, Allen & Bierman
705 Olive Street
Room 701

- ANDERSON, RUDOLPH E.—Superior, Wis.
Hughes & Anderson
318 Telegram Building
- ANDERSON, WILSON—Charleston 22, W. Va.
Steptoe & Johnson
608 Kanawha Valley Building
- ANDREWS, JOHN D.—Hamilton, Ohio
Andrews & Weiss
811 Rentschler Building
- APPERSON, JOHN W.—Memphis 3, Tenn.
Metcalf, Apperson & Crump
1830 Exchange Building
- ARMBRECHT, WILLIAM H., JR.—Mobile 6, Ala.
Inge, Twitty, Armbrecht & Jackson
Suite 403, Merchants National Bank Building
- ARMSTRONG, WALTER P., JR.—Memphis 3, Tenn.
Armstrong, McCadden, Allen, Braden & Goodman
800 Commerce Title Building
- ARNOLD, W. N., JR.—Houston 2, Texas
Fulbright, Crooker, Freeman & Bates
1206 Second National Bank Building
- ARNOTE, WALTER J.—McAlester, Okla.
Arnote, Arnote & Bratton
303 Arnote Building
- ARRINGTON, W. RUSSELL—Chicago 3, Ill.
Arrington, Fiedler & Healy
135 South LaSalle Street
- ARTH, CHARLES W.—Washington, D. C.
1426 G Street
Albee Building
- ASKEW, ERLE B.—St. Petersburg 1, Fla.
First Federal Building
Box 1317
- ATKINS, C. CLYDE—Miami 32, Fla.
Walton, Hubbard, Schroeder, Lantaff & Atkins
913 Alfred I. Du Pont Building
- B**
- BAIER, MILTON L.—Buffalo, N. Y.
Legal Dept., Merchants Mutual Cas. Co.
Baier & Chamberlain
268 Main Street
- BAILEY, WILLIAM S.—Harrisburg, Pa.
Storey & Bailey
Calder Building
16 North Market Square
- BAIRD, R. F.—Fort Wayne, Ind.
Vice-President & General Counsel
The Lincoln National Life Ins. Co.
- BAKER, G. CLAY—Topeka, Kan.
Baker & Doherty
501 Columbian Building
- BAKER, HAROLD G.—E. St. Louis, Ill.
Baker, Lesemann, Kagy & Wagner
511-521 Murphy Building
- BAKER, SAM RICE—Montgomery 1, Ala.
Steiner, Crum & Weil
First National Bank Building
Box 668
- BALL, CHARLES A.—Montgomery 4, Ala.
Ball & Ball
First National Bank Building
- BALL, FRED S., JR.—Montgomery 4, Ala.
Ball & Ball
719 First National Bank Building
- BALL, JOSEPH A.—Long Beach 2, Cal.
Ball, Hunt & Hart
Suite 1220
Security Building
- BAMBERGER, FREDERICK P.—Evansville, Ind.
Ortmeyer, Bamberger, Ortmeyer & Foreman
806 Hulman Building
- BANGS, PHILIP R.—Grand Forks, N. D.
Bangs, Hamilton & Bangs
215½ S. Third Street
- BANNISTER, L. WARD—Denver 2, Colo.
Bannister, Weller & Friedrich
801-807 Equitable Building
- BARBER, A. L.—Little Rock, Ark.
Barber, Henry & Thurman
1408-12 Donaghey Building
- BARFIELD, CHARLES V.—San Francisco 4, Cal.
111 Sutter Street
- BARNARD, HERBERT E.—St. Louis 1, Mo.
Walther, Hecker, Walther & Barnard
1316 Mississippi Valley Trust Bldg.
506 Olive Street
- BARNES, GEORGE Z.—Peoria 2, Ill.
Barnes, Anthony & Burhans
Alliance Life Insurance Co.
First National Bank Building
- BARNES, J. MACK—Waycross, Ga.
Parker & Barnes
518-522 Bunn Building
Box 823
- BARRETT, JOE C.—Jonesboro, Ark.
Barrett & Wheatley
Box 816
- BARRY, EDWARD, JR.—Bloomington, Ill.
404 Unity Building
- BARTH, PHILIP C.—Buffalo 2, N. Y.
520 M & T Building
- BARTLETT, CLARENCE—Owensboro, Ky.
Woodward, Bartlett, Hobson & McCarroll
221½ St. Ann Street
- BARTON, JOHN L.—Omaha 2, Neb.
Brown, Crossman, West, Barton & Quinlan
1010 First National Bank Building
- BARTON, ROBERT M.—St. Petersburg 5, Fla.
Barton & Saltsman
305 Empire Building
- BARWICK, M. COOK—Atlanta 3, Ga.
Gambrell, Harlan & Barwick
825 Citizens & Southern National Bank Bldg.

- BASS, LESLIE**—Knoxville, Tenn.
Burwell Building
- BATEMAN, HAROLD A.**—Dallas 1, Texas
Chrestman, Brundidge, Fountain, Elliott &
Bateman
2003 Republic Bank Building
- BAUDER, REGINALD I.**—Los Angeles 13, Cal.
Bauder, Gilbert, Thompson, Kelly & Veatch
939 Rowan Building
- BAYLOR, F. B.**—Lincoln 8, Neb.
Baylor, Evnen & Baylor
1204 Sharp Building
- BEACH, CHARLES GORDON**—LeRoy, Ohio
Assistant to General Counsel
Ohio Farmers Insurance Company
- BEACH, JOSEPH B.**—Stevens Point, Wis.
Hardware Mutual Casualty Company
200 Strong Avenue
- BEARD, LESLIE P.**—New Orleans 12, La.
Beard & Blue
1912 American Bank Building
- BECK, N. L.**—Chicago 4, Ill.
Continental Casualty Company
310 South Michigan Avenue
- BEEBE, EUGENE H.**—Honolulu, Hawaii
Smith, Wild, Beebe & Cades
Bishop Trust Building
- BEECHWOOD, GEORGE EUGENE**—Philadelphia 2, Pa.
Conlen, LaBrum & Beechwood
1507 Packard Building
- BEERS, GLENN B.**—Waterloo, Iowa
Reed & Beers
537 Black Building
- BEGGS, E. DIXIE**—Pensacola, Fla.
Yonge, Beggs & Lane
- BEGOLE, ARI M.**—Detroit 26, Mich.
Cary & BeGole
1822-28 Ford Building
- BEHA, JAMES J.**—New York 5, N. Y.
70 Pine Street
- BELCHER, FRANK B.**—Los Angeles 13, Cal.
Jennings & Belcher
808 Security Building
- BELL, CHARLES R.**—Bowling Green, Ky.
Bell, Stagner & Orr
Davenport Building
- BELL, MAJOR T.**—Beaumont, Tex.
Orgain, Bell & Tucker
First Federal Savings Building
- BELLEMERE, FRED**—Kansas City, Mo.
Bellemere & Bellemere
Commerce Building
- BELSAN, CHARLES**—Shelby, Ohio
Shelby Mutual Casualty Co.
23 West Main Street
- BENNETHUM, WILLIAM H.**—Wilmington, Del.
Marvel & Morford
212 Delaware Trust Bldg.
- BENNETT, HUGH M.**—Columbus 15, Ohio
1235 Huntington Bank Building
17 South High Street
- BENSON, PALMER**—St. Paul 2, Minn.
St. Paul Mercury Indemnity Company
111 West Fifth Street
- BERMAN, H.**—Denver 2, Colo.
Berman, Lilly & Friedrichs
720 University Building
- BERMAN, JACOB H.**—Portland 6, Me.
Berman, Berman & Wernick
85 Exchange Street
Box 13, Pearl Street Sta.
- BERNARD, SILAS G.**—Asheville, N. C.
Bernard & Parker
Provident Mutual Life Ins. Co. of Philadelphia
Wachovia Bank Building
- BERRY, JOSEPH F.**—Hartford 3, Conn.
Day, Berry & Howard
750 Main Street
- BEST, R. E.**—Greensburg, Pa.
Smith, Best & Horn
Bank & Trust Building
- BETTS, FOREST ARTHUR**—Los Angeles 13, Cal.
Betts, Ely & Loomis
Suite 708 Security Building
510 South Spring Street
- BEVERLEY, WILLIAM WELBY**—Richmond 19, Va.
Peyton, Beverley, Scott & Randolph
1203-07 Travelers Building
- BICKFORD, ARTHUR F.**—Boston 9, Mass.
Hurlburt, Jones, Hall & Bickford
530 Exchange Building
- BIE, WALTER T.**—Green Bay, Wis.
Bie, Welsh, Trowbridge & Wilmer
Suite 509, Bellin Building
- BIENVENU, P. A.**—New Orleans 12, La.
St. Clair Adams & Son
American Bank Building
- BIRKHEAD, CLAUDE V.**—San Antonio 5, Texas
Birkhead, Beckmann, Stanard & Vance
1512-1535 Majestic Building
- BISSELL, MORGAN F.**—Utica, N. Y.
Tucker & Bisselle
First National Bank Building
- BLACK, BARRON F.**—Norfolk 10, Va.
Vandeveenter & Black
819 Citizens Bank Building
- BLACKWELL, T. J.**—Miami 32, Fla.
Blackwell, Walker & Gray
First Federal Building
- BLAIR, JAMES T.**—Jefferson City, Mo.
Bacon Building
- BLAKEY, JAMES C.**—Birmingham 3, Ala.
Martin, Turner & McWhorter
Alabama Power Building, 600 N. 18th St.

- BLALOCK, JAMES T.**—Los Angeles 14, Cal.
Assistant General Counsel
Pacific Indemnity Company
621 S. Hope Street
- BLANCHET, GEORGE ARTHUR**—New York City 7
Bingham, Englar, Jones & Houston
99 John Street
- BLISS, CHARLES E.**—Taylorville, Ill.
Hershey & Bliss
Rambach Building
- BLOCK, WILTON A.**—Rochester 4, N. Y.
Block & Smith
412 Union Trust Building
- BLOOM, HERBERT L.**—Chicago 40, Ill.
Lumbermens Mutual Casualty Co.
Mutual Insurance Bldg., 4750 Sheridan Rd.
- BLUE, GEORGE R.**—New Orleans 12, La.
Beard & Blue
1912 American Bank Building
- BODDINGTON, EDWARD M.**—Kansas City 10, Kan.
Boddington, Emerson & Boddington
Suite 1109-1116 Huron Building
- BODY, RALPH C.**—Reading, Pa.
Body, Muth, Rhoda & Stoudt
541 Court Street
- BOEHL, HERBERT F.**—Louisville, Ky.
Davis, Boehl, Viser & Marcus
Kentucky Home Life Building
- BOLSTER, CHARLES STEPHEN**—Boston 10, Mass.
Bingham, Dana & Gould
1 Federal Street
- BOLTE, G. ARTHUR**—Atlantic City, N. J.
Bolte & Repetto
1516 Atlantic Avenue
- BOMBERGER, CHARLES G.**—Hammond, Ind.
Bomberger, Morthland & Royce
5248 Hohman Avenue
- BOND, GEORGE H. JR.**—Syracuse 2, N. Y.
Bond, Schoenck & King
1400 State Tower Building
- BOND, RAY**—Joplin, Missouri
Joplin National Bank Building
- BOONE, W. T.**—Missoula, Montana
Smith, Boone & Rimel
First National Bank Building
- BORGELT, E. H.**—Milwaukee 2, Wis.
Quarles, Spence & Quarles
828 North Broadway
- BOSS, HENRY M.**—Providence 3, R. I.
Boss & Conlan
602 Turks Head Building
- BOULDIN, WALTER**—Birmingham 3, Ala.
Martin, Turner & McWhorter
600 N. 18th Street
- BOUTIN, J. PIERRE**—Quebec City, Canada
Beaudoin & Boutin
80 St. Peter Street
- BOWLES, AUBREY R., JR.**—Richmond 19, Va.
Bowles, Anderson & Boyd
901 Mutual Building
- BOWMAN, BYRNE A.**—Oklahoma City, Okla.
418 Commerce Exchange Building
- BOXELL, EARL F.**—Toledo 4, Ohio
Zachman, Boxell & Torbet
901-906 Toledo Trust Building
- BOYD, EMERSON**—Indianapolis 4, Ind.
Slaymaker, Locke & Reynolds
750-760 Consolidated Building
- BRADEN, EMMETT W.**—Memphis 3, Tenn.
Armstrong, McCadden, Allen, Braden &
Goodman
800 Commerce Title Building
- BRADFORD, A. LEE**—Miami 32, Florida:
Dixon, DeJarnette & Bradford
908 First National Building
- BRADFORD, ALFRED S.**—Appleton, Wis.
Bradford & Derber
123 S. Appleton Street
- BRAIS, F. PHILIPPE, K.C.**—Montreal, Que., Canada
Brais & Campbell
360 St. James Street, West
- BRANDON, J. CAMPBELL**—Butler, Pa.
Brandon & Brandon
704 Butler Savings & Trust Building
- BRANDON, W. D.**—Butler, Pa.
Brandon & Brandon
704 Savings and Trust Building
- BRAUN, JOSEPH H.**—Chicago 1, Ill.
General Counsel, Inter-Insurance
Exchange of the Chicago Motor Club
Braun, Johnson & Ryan
66 East South Water Street
- BREEN, JOHN M.**—Chicago 40, Ill.
Lumbermens Mutual Casualty Co.
Mutual Insurance Building
4750 Sheridan Road
- BREESE, GARFIELD E.**—Mason City, Iowa
Breese & Cornwell
First National Bank Building
- BRENNER, HUGH L.**—Minneapolis 2, Minn.
Brenner & Bouchard
1248 Northwestern Bank Building
- BRETHORST, STEPHEN W.**—Seattle 4, Wash.
Brethorst, Holman, Fowler & Dewar
17th Floor, Hoge Building
- BREWER, EDWARD C.**—Clarksdale, Miss.
Brewer & Brewer
Box 306
- BREWSTER, GEORGE M.**—Topeka, Kansas
Wheeler, Brewster, Hunt & Goodell
401 Columbian Building
- BRONSON, E. D.**—San Francisco 4, Cal.
Bronson, Bronson & McKinnon
Mills Tower, 220 Bush Street

- BROOK, HERBERT C.**—Chicago 3, Ill.
Lord, Bissell & Kadyk
135 South LaSalle Street
- BROOKER, JAMES K.**—Bay City, Mich.
Smith & Brooker
212-214 Phoenix Building
- BROOKS, JOHN B.**—Erie, Pa.
Brooks, Curtze & Silin
Suite 610, Marine Bank Building
- BROOKS, L. W.**—Baton Rouge 2, La.
Taylor, Porter, Brooks & Fuller
Louisiana National Bank Building
P. O. Box 2070
- BROWN, C. L.**—Miami 32, Fla.
Brown & Dean
1101-1104 Pan-American Bank Building
- BROWN, CLYDE R.**—Monroe, La.
Shotwell & Brown
712 Ouachita National Bank Building
- BROWN, EDMUND S.**—Buffalo 2, N. Y.
Adams, Smith, Brown & Starrett
705 Walbridge Building
- BROWN, FRANKLIN R.**—Buffalo 2, N. Y.
Brown, Kelly, Turner & Symons
440 M. & T. Building
- BROWN, GARFIELD W.**—Chicago 11, Ill.
Brown, Carlson & Kiefer
919 N. Michigan Avenue
- BROWN, GEORGE H.**—New York 5, New York
Mendes & Mount
27 William Street
- BROWN, HOWARD D.**—Detroit 26, Mich.
Detroit Auto Inter-Insurance Exchange
400 United Artists Building
- BROWN, JAY H.**—Austin 21, Texas
Hart, Brown & Sparks
Brown Building
- BROWN, JUNIUS C.**—Reidsville, N. C.
and Madison, N. C.
Box 995
- BROWN, MART**—Oklahoma City 2, Okla.
Monnett, Hayes & Brown
First National Building
- BROWN, OSCAR J.**—Syracuse 2, N. Y.
Brown, Mangin & O'Connor
1603-1604 State Tower Building
- BROWN, ROBERT A., JR.**—St. Joseph 2, Mo.
Brown, Douglas & Brown
Tootle-Lacy Bank Building
- BROWN, VOLNEY M.**—El Paso, Texas
Kemp, Smith, Brown, Goggin & White
State National Bank Building
105 South Oregon Street
- BROWN, WILLIAM RUSSELL**—Houston 2, Texas
Baker, Botts, Andrews & Parish
1600 Niels Esperson Building
- BROWNE, PERCY N.**—Shreveport 94, La.
Browne, Browne & Bodenheimer
Box 1533
- BRUNDIDGE, O. D.**—Dallas 1, Texas
Chrestman, Brundidge, Fountain, Elliott &
Bateman
2003 Republic Bank Building
- BUCHANAN, G. CAMERON**—Detroit 26, Mich.
Alexander, Cholette, Buchanan, Perkins &
Conklin
2217 National Bank Building
- BUCHANAN, WILLIAM D.**—Detroit, Mich.
Lacey, Scroggie, Lacey & Buchanan
1204 Dime Building
- BUCK, HENRY W.**—Kansas City 6, Mo.
Morrison, Nugent, Berger, Hecker & Buck
17th Floor, Bryant Building
- BUCKINGHAM, LILE M.**—Akron 8, Ohio
Buckingham, Doolittle & Burroughs
Second National Building
- BUIST, GEORGE L.**—Charleston 3, S. C.
Buist & Buist
30 Broad Street
- BULLA, MERTON M.**—Oklahoma City 2, Okla.
Bulla & Bynum
460 First National Building
- BUMGARDNER, H. MYERS**—Pueblo, Colo.
Burris & Bumgardner
329 Thatcher Building
- BUNGE, GEORGE C.**—Chicago 3, Ill.
Vogel & Bunge
Suite 901, Borland Building
105 S. LaSalle Street
- BUNGE, J. C.**—LaCrosse, Wis.
Lees & Bunge
402 Batavian Bank Building
- BUNTIN, T. E.**—Dothan, Ala.
Baker Building
- BUNTIN, W. E.**—St. Paul 7, Minn.
St. Paul Mercury Indemnity Co.
1051 Seminole Ave.
- BUNTING, CHARLES T.**—Burlington, N. J.
River Road
- BURKE, GIBBONS**—New Orleans 12, La.
Rosen, Kammer, Wolff, Hopkins & Burke
1801 Hibernia Bank Building
- BURKE, LOUIS E.**—Ann Arbor, Mich.
Burke, Burke & Smith
Ann Arbor Trust Building
- BURKE, PATRICK F.**—Philadelphia 1, Pa.
V-Pres. Indemnity Ins. Co. of North America
1600 Arch Street
- BURNETT, C. A.**—Pittsburg, Kansas
Keller, Burnett & Wilbert
National Bank Building
- BURNS, EDWARD J., JR.**—Utica 2, N. Y.
Kernan & Kernan
Devereux Block
- BURNS, GEORGE**—Rochester 4, N. Y.
Burns & Burns
502 Wilder Building

BURNS, LAWRENCE, JR.—Coshocton, Ohio
Pomerene & Burns
Coshocton National Bank Building

BURNS, ROBERT—Jackson 5, Miss.
Flowers, Brown & Burns
Capital National Bank Building
P. O. Box 330

BURNS, STANLEY M.—Dover, N. H.
Hughes & Burns
Strafford Bank Building
Box 366

BURRELL, DAVID M.—Freeport, Ill.
Burrell & Burrell
28½ West Main Street

BURRIS, WILLIAM T.—Pueblo, Colo.
Burris & Bumgardner
329-34 Thatcher Building

BUTLER, A. PRENTISS—New York 7, N. Y.
60 East 42nd Street

BUTLER, CHARLES P.—New York 7, N. Y.
Executive Vice-President National Association
of Insurance Agents
80 Maiden Lane

BUTLER, JAMES A.—Cleveland 15, Ohio
Bulkley, Butler & Pillen
520 Bulkley Building

BUTLER, JOHN F.—Oklahoma City 2, Okla.
Butler & Rinehart
2616 1st National Building

BYNUM, FRED W.—Rockingham, N. C.

C

CABANISS, JELKS H.—Birmingham 3, Ala.
General Counsel, Protective Life Ins. Co.
Cabaniss & Johnston
9th Floor, First National Building

CABLE, C. M.—Lima, Ohio
Cable & Cable
Cook Tower

CAIN, PINCKNEY L.—Columbia F. S. C.
Thomas, Cain & Lumpkin
1001-1006 Palmetto Building

CALDWELL, LESTER M.—San Francisco 20, Calif.
Asst. V.P., Fireman's Fund Ind. Co.
401 California Street

CAMPBELL, HUGH B.—Charlotte 2, N. C.
Tillett & Campbell
607-13 Law Building

CAMPBELL, JOHN O.—Marion, Ind.
Campbell, Gemmill, Browne & Ewer
520-525 Glass Block

CAMPBELL, WILLIAM B.—Wilmington, N. C.
Poisson, Campbell & Marshall
Tidewater Building

CAMPBELL, WILLIAM T.—Philadelphia 7, Pa.
Swartz, Campbell & Henry
1724 Lincoln-Liberty Building

CANNON, EDWIN B.—Salt Lake City, Utah
Stewart, Cannon & Hanson
1218 Continental Bank Building

CANTEY, EMORY A.—Fort Worth 2, Texas
Cantey, Hanger, Johnson, Scarborough & Gooch
1500 Sinclair Building

CANTY, FRANK J.—New York, N. Y.
Associate Counsel, U. S. Casualty Company
60 John Street

CAREY, L. J.—Detroit 26, Mich.
Michigan Mutual Liability Co.
163 Madison Avenue

CAREY, ROBERT—Jersey City 6, N. J.
Carey, Klausner & Pforr
26 Journal Square

CARIS, A. L.—Ravenna, Ohio
Loomis, Caris & Jones
110 East Main Street, Lock Box 787

CARLISLE, ROBERT M.—Spartanburg, S. C.
Carlisle, Brown & Carlisle
Merchants & Farmers Bank Building

CARLSON, ALPHON N.—Brockton 7, Mass.
231 Main Street

CARRINGTON, EDWARD C.—Beaumont, Texas
1112 Goodhue Building

CARROLL, HAROLD J.—Minneapolis 2, Minn.
Carroll & Thorson
600 Minnesota Federal Building

CARROLL, WALTER R.—Camden, N. J.
Carroll, Taylor & Bischoff
S.W. Cor. 4th & Market Streets

CARSTARPHEN, HARRY—Hannibal, Mo.
203 Hannibal Trust Company Building

CARY, GEORGE H.—Detroit 26, Mich.
Cary & BeGole
1822-23 Ford Building

CATHCART, E. KEMP—Baltimore 3, Md.
Maryland Casualty Company
701 West 40th Street

CATINNA, WALTER L.—Hartford, Ky.
Woodward, Bartlett, Hobson & Catinna

CATLIN, FRANK D.—Los Angeles 13, Cal.
Catlin & Catlin
433 South Spring Street

CATLIN, HENRY W.—Los Angeles 13, Cal.
Catlin & Catlin
433 South Spring Street

CAVERLY, RAYMOND N.—New York 8, N. Y.
V.-Pres., Fidelity & Cas. Co. of New York
Caverly, Dimond, Barton & Dwyer
80 Maiden Lane

CECIL, LAMAR—Beaumont, Texas
Cecil, Keith & Mehaffy
Perlstein Building

CHALMERS, WILLIAM W.—Chicago 3, Ill.
Counsel, Zurich General Accident & Liability
Insurance Company
135 South LaSalle Street, Room 400

- CHANAY, PAUL P.**—Falls City, Nebraska
First National Bank Building
- CHEEK, ALEX**—Oklahoma City, Okla.
Cheek, Cheek & Cheek
707 Commerce Exchange Building
- CHEEK, JAMES C.**—Oklahoma City, Okla.
Cheek, Cheek & Cheek
707 Commerce Exchange Building
- CHERRINGTON, HENRY W.**—Gallipolis, Ohio
K. of P. Building
- CHILCOTE, SANFORD MARSHALL**—Pittsburgh 19, Pa.
Dickie, Robinson & McCamey
2415 Grant Building
- CHOLETTE, PAUL E.**—Grand Rapids 2, Mich.
Alexander, Cholette, Buchanan, Perkins &
Conklin
10th Floor, Peoples National Bank Building
- CHRISTOVICH, ALVIN R.**—New Orleans 12, La.
Christovich & Kearney
1915 American Bank Building
- CLARK, HOWARD B.**—Cincinnati 2, Ohio
Manufacturers & Merchants Indemnity Co.
35 East Seventh Street
- CLARK, JAMES E.**—Birmingham 3, Ala.
London & Yancey
10th Floor, Massey Building
- CLARK, RAY W.**—Muncie, Ind.
Warner, Clark & Warner
403 Western Reserve Building
- CLARK, W. J.**—Manitowoc, Wis.
Nash & Nash
Manitowoc Savings Bank Building
- CLARKE, RUSH C.**—North Platte, Nebraska
Beatty, Clarke, Murphy & Morgan
Box 526, Beatty Building
- CLAUSEN, DONALD N.**—Chicago 3, Ill.
Clausen, Hirsh & Miller
135 S. LaSalle Street
- CLAYTON, E. A.**—Gainesville, Fla.
Clayton, Arnou & Duncan
Miller Building
- CLENNON, EUGENE M.**—Boston 9, Mass.
Massachusetts Bonding & Ins. Co.
Liability Claims Department
10 Post Office Square
- CLIFFORD, CLARK M.**—Washington, D. C.
%The White House
1600 Pennsylvania Avenue
- CLINE, EARL**—Lincoln 8, Neb.
Cline, Williams & Wright
703 First National Bank Building
- COBOURN, FRANK M.**—Toledo 4, Ohio
Welles, Kelsey, Fuller, Cobourn & Harrington
8th Floor, Ohio Building
- COCHRAN, A. D.**—Okmulgee, Okla.
Cochran & Norman
McCulloch Building
Box 2207
- CODY, WELBORN B.**—Atlanta 3, Ga.
Smith, Kilpatrick, Cody, Rogers & McCatchey
1045 Hurt Building
- COE, LAURENCE S.**—Rice Lake, Wis.
Coe & Cameron
Jacobson Block
- COIT, DARWIN D.**—Denver 2, Colo.
712-716 Majestic Building
- COLE, CHARLES J.**—Toledo 4, Ohio
Kirbide, Cole, Frease & Mittendorf
Suite 937 Spitzer Building
- COLE, MAURICE Y.**—Atlantic City, N. J.
Cole & Cole
Guarantee Trust Building
- COLE, ROBERT L., JR.**—Houston 2, Texas
Cole, Patterson, Cole & McDaniel
Citizens State Bank Building
- COLEMAN, FLETCHER B.**—Bloomington, Ill.
State Farm Mutual Insurance Company
State Farm Mutual Building
- COLFLESH, R. W.**—Des Moines, Iowa
Parrish, Guthrie, Colflesh & O'Brien
900 Register and Tribune Building
- COLMERY, HARRY W.**—Topeka, Kansas
Gen. Counsel, Pioneer Natl. Life Ins. Co.
National Bank of Topeka Building
- COMBS, HUGH D.**—Baltimore 3, Md.
United States Fidelity & Guaranty Co.
Calvert & Redwood Streets
- CONKLIN, CLARENCE R.**—Chicago 3, Ill.
Heineke & Conklin
135 South LaSalle Street
- CONLAN, FRANCIS W.**—Providence 3, R. I.
Boss & Conlan
602 Turks Head Building
- CONROY, FRANCIS P.**—Jacksonville, Fla.
Marks, Gray, Yates & Conroy
1321 Graham Building
P. O. Box 447
- CONWAY, JAMES D.**—Hastings, Neb.
Blackledge & Conway
Tribune Building
- CONWELL, JOSEPH S.**—Philadelphia 10, Pa.
Pepper, Bodine, Stokes & Schoch
2225-42 Land Title Building
- COOK, JO D.**—Seattle 1, Wash.
Rode, Cook & Watkins
217 Pine Street
- COOK, ROBERT A. B.**—Boston 10, Mass.
Phipps, Durgin & Cook
75 Federal Street
- COOLEY, ARTHUR E.**—San Francisco 4, Cal.
Cooley, Crowley & Gaither
333 Montgomery Street
- COOPER, GEORGE J.**—Detroit 26, Mich.
Assistant General Counsel, Michigan
Mutual Liability Company
163 Madison Avenue

- COOPER, HARRY P., JR.**—Indianapolis 4, Ind.
Bredell & Cooper
1356-58 Consolidated Building
115 North Pennsylvania Street
- COOPER, THOMAS D.**—Burlington, N. C.
Cooper, Sanders & Holt
Security National Bank Building
- COPE, KENNETH B.**—Canton 2, Ohio
Day, Cope, Ketterer, Raley & Wright
1110 First National Bank Building
- CORETTE, ROBERT D.**—Butte, Mont.
Corette & Corette
422 Hennessy Building
- COULT, JOSEPH**—Newark 2, N. J.
Coul & Satz
744 Broad Street
- COULTER, CLARK C.**—Detroit 26, Mich.
Penobscot Building
- COVINGTON, J. A., JR.**—Meridian, Miss.
Snow & Covington
Threefoot Building
P. O. Box 786
- COX, BERKELEY**—Hartford 15, Conn.
Aetna Life Insurance Company
151 Farmington Avenue
- COX, GORDON V.**—Bismarck, N. D.
Cox, Cox & Pearce
Little Building, Lock Box 29
- COX, L. C.**—New York 5, N. Y.
Great American Indemnity Co.
1 Liberty Street, P. O. Box 155
- COX, TAYLOR H.**—Knoxville 02, Tenn.
Poore, Cox, Baker & McAuley
301 Fidelity—Bankers Trust Building
P. O. Box 1708
- COX, WILLIAM H. D.**—Newark 2, N. J.
Cox & Walburg
Raymond Commerce Building
11 Commerce Street
- CRAIG, WILLARD L.**—Minneapolis 1, Minn.
Claim Manager & Home Office Counsel
Underwriters at Lloyds of Minneapolis
1210 McKnight Building
- CRANE, WILLIAM E.**—Saginaw, Mich.
Crane, Crane & Kessell
308-9 Second National Bank Bldg.
- CRAUGH, JOSEPH P.**—Utica, N. Y.
First National Bank Building
- CRAWFORD, MILO H.**—Detroit 26, Mich.
Crawford, Sweeny & Dodd
Dime Building
- CREEDE, FRANK J.**—San Francisco, Cal.
Keith, Creede & Sedgwick
1217 Mills Tower
220 Bush Street
- CRENSHAW, FILES**—Montgomery 4, Ala.
First National Bank Building
- CRENSHAW, JACK**—Montgomery 4, Ala.
First National Bank Building
- CRIDER, JOE, JR.**—Los Angeles 14, Cal.
Crider, Runkle & Tilson
650 South Spring Street
- CRITES, E. D.**—Chadron, Neb.
E. D. & F. A. Crites
Lock Box 1276
- CROSBY, CARLISLE C.**—Oakland, Calif.
Hagar, Crosby & Crosby
1421 Central Bank Building
- CROSSMAN, RAYMOND M.**—Omaha 2, Neb.
Brown, Crossman, West, Barton & Quinlan
1010 First National Bank Building
- CROWE, V. P.**—Oklahoma City 2, Okla.
Embry, Johnson, Crowe, Tolbert & Shelton
640 First National Bank Building
- CROWLEY, S. A.**—Fort Worth 2, Texas
Holloway, Crowley & Hudson
1108 Commercial Standard Building
- CROWNOVER, ARTHUR, JR.**—Nashville 3, Tenn.
Watkins, Moore & Crownover
Suite 725 Stahlman Building
- CULL, FRANK X.**—Cleveland 15, Ohio
Hauxhurst, Inglis, Sharp & Cull
630 Bulkley Building
- CUMMINS, RAY E.**—St. Paul 1, Minn.
Cummins, Cummins, Christianson & Ham-
mond
330 Minnesota Building
- CUNNINGHAM, FRED D.**—Chicago 4, Ill.
Fireman's Fund Indemnity Company
A-735 Insurance Exchange Building
175 West Jackson Boulevard
- CURL, JOSEPH R.**—Wheeling, W. Va.
Erskine, Palmer & Curl
710 Riley Law Building
- CURRAN, RAY W.**—Kansas City 6, Mo.
Suite 218, Reliance Building
216 East 10th Street
- CURRAN, ROBERT EMMETT**—New York 4, N. Y.
50 Broadway
- CURTIN, THOMAS P.**—New York 7, New York
Attorney of Record and Counsel
Fireman's Fund Indemnity Company
116 John Street
- CURTIS, CHARLES E.**—Leroy, Ohio
General Counsel
Ohio Farmers Insurance Company
- CURTIS, HENRY B.**—New Orleans 12, La.
Curtis, Hall & Foster
406 Marine Building
- CURTIS, L. R.**—Louisville 2, Ky.
Curtis & Curtis
802 Marion E. Taylor Building
- CURTNER, CLIFFORD R.**—Dayton 2, Ohio
Suite 1012-1018 Third National Building
- CUSHMAN, EDWARD H.**—Philadelphia 9, Pa.
Fidelity Philadelphia Trust Building
123 South Broad Street

CUSICK, MARTIN E.—Sharon, Pa.
Wiesen, Cusick & Madden
107 East State Street

D

DAGGETT, C. E.—Marianna, Ark.
Daggett & Daggett
Daggett Building

DALM, JACOB A.—Kalamazoo 8, Mich.
Jackson, Fitzgerald, Dalm, Nims, Sage &
Wheeler
219 W. Lovell Street

DALZELL, R. D.—Pittsburgh 19, Pa.
Dalzell, McFall, Pringle & Bredin
450 Fourth Avenue

DAMES, ROBERT D.—Medford, Oregon
5 Goldy Building

DAMMANN, J. FRANCIS—Chicago 3, Ill.
Wilson & McIlvaine
120 West Adams Street

DANA, PAUL C.—San Francisco 4, Cal.
Dana, Bledsoe & Smith
440 Montgomery Street

DANIEL, C. ERSKINE—Spartanburg, S. C.
Daniel & Russell
Cleveland Law Building

DANIEL, TOM—Philadelphia 2, Pa.
Daniel & Temin
Suite 1402-1420 Walnut Street

DANIEL, W. M., JR.—Clarksville, Tenn.
Daniel Building

DAVIDSON, CARL F.—Detroit 26, Mich.
Davidson & Kaess
2034 National Bank Building

DAVIDSON, WILLIAM C., K.C.—Toronto 2, Ont., Can.
1003 Lumsden Building

DAVIES, FRANK W.—Birmingham 3, Ala.
Davies & Williams
508-13 Watts Building

DAVIS, FRED L.—Parkersburg, W. Va.
Ambler, McCluer & Davis
P. O. Box 311, 306 Julian Street

DAVIS, LINDSEY M.—Nashville 3, Tenn.
Hume, Howard, Davis & Boult
707 American Trust Building

DAVIS, PARKE—Tulsa, Okla.
Insurors Indemnity & Insurance Co.
Box 1769

DAVIS, RONALD L.—Monroe, La.
Theus, Grisham, Davis & Leigh
402 Bernhardt Building

DAVIS, STEPHEN T.—Winchester, Ky.
Benton & Davis

DAWSON, CHARLES I.—Louisville 2, Ky.
Bullett, Dawson & Tarrant
Kentucky Home Life Building

DEAN, GOBLE D.—Miami 32, Fla.
Brown & Dean
1101 Pan American Bank Building

DEEGAN, JAMES F.—Hartford, Conn.
1000 Asylum Avenue

DEJARNETTE, H. REID—Miami 32, Fla.
Dixon, DeJarnette & Bradford
908 First National Building

DELACY, G. L.—Omaha 2, Neb.
Kennedy, Holland, DeLacy & Svoboda
1502-12 City National Bank Building

DELANEY, WILLIAM F. JR.—New York 7, N. Y.
New York Reinsurance Manager for Fairfield
& Ellis
79 John Street

DEMPESEY, JAMES—White Plains, N. Y.
Northcourt Building

DEMPESEY, PETER E.—Columbus 15, Ohio
Knepper, White & Dempsey
22 West Gay Street

DEMPESEY, RAY C.—Oshkosh, Wis.
Bouck, Hilton & Dempsey
First National Bank Building

DENMEAD, GARNER W.—Baltimore 3, Md.
Vice President and General Counsel,
New Amsterdam Casualty Co.

DENNE, R. GREGORY—Hartford 15, Conn.
National Fire Group
1000 Asylum Avenue

DENNEY, W. RAYMOND—Nashville 3, Tenn.
Denney, Leftwich & Glasgow
415 Nashville Trust Building

DENSON, N. D.—Opelika, Ala.
Denson & Denson

DENT, LOUIS LEE—Chicago 4, Ill.
Dent, Hampton & Doten
1111 The Rookery, 209 S. LaSalle St.

DENT, ROBERT L.—Vicksburg, Miss.
Dent & Ward
411-414 Merchants National Bank Bldg.

DETWEILER, GEORGE H.—Philadelphia 2, Pa.
2518-27 Lewis Tower
15th & Locust Streets

DEUTSCH, FREDERICK M.—Norfolk, Neb.
0119 So. 4th Street
Macy Building

DEVINE, MAURICE F.—Manchester, N. H.
Devine & Millimet
70 Market Street

DEW, W. BRAXTON—Hartford, Conn.
Aetna Casualty & Surety Co.

DICKIE, J. ROY—Pittsburgh 19, Pa.
Dickie, Robinson & McCamey
2415 Grant Building

DIEMH, ELLIS RAYMOND—Cleveland 14, Ohio
Klein, Diehm & Farber
1156 Union Commerce Bldg.

- DIMOND, HERBERT F.—New York 7, N. Y.
Supervising Atty., Fidelity & Cas. Co. of N. Y.
Caverly, Dimond, Barton & Dwyer
27 Cedar Street
- DINKELSPIEL, MARTIN J.—San Francisco 4, Calif.
Dinkelspiel & Dinkelspiel
14th Floor, Pacific National Bank Bldg.
335 Montgomery Street
- DIX, FLOYD E.—Terre Haute, Ind.
Dix, Dix & Patrick
402 Star Building
- DIXON, JAMES A.—Miami 32, Fla.
Dixon, DeJarnette & Bradford
908 First National Building
- DOAR, W. T.—New Richmond, Wis.
Doar & Knowles
- DOBBINS, R. F.—Champaign, Ill.
Dobbins, Dobbins & Fraker
502-10 First National Bank Bldg.
- DODD, LESTER P.—Detroit 26, Mich.
Crawford, Sweeny & Dodd
Dime Building
- DODSON, TORREY DEWITT—New York 10, N. Y.
Atty., Metropolitan Life Ins. Co.
1 Madison Avenue
- DON CARLOS, HARLAN—Hartford 15, Conn.
Travelers Insurance Company
700 Main Street
- DONOVAN, JAMES B.—New York, N. Y.
60 John Street
- DORAN, M. EDWARD—South Bend 11, Ind.
Doran & Manion
405-409 St. Joseph Bank Building
- DORTCH, WILLIAM B.—Gadsden, Ala.
Dortch, Allen & Meighan
112 Court Street
- DOTEN, ROGER D.—Chicago 4, Ill.
Dent, Hampton & Doten
1111 The Rookery, 209 S. LaSalle St.
- DOUCHER, THOMAS A.—Columbus 15, Ohio
Wiles & Doucher
Huntington National Bank Bldg.
- DOUGHERTY, GLENN R.—Milwaukee 3, Wis.
Dougherty, Arnold & Waters
710 North Plankinton Avenue
- DOUGHERTY, JOHN E.—York, Neb.
Kirkpatrick & Dougherty
First National Bank Building
- DOUGLAS, RICHARD L.—St. Joseph 2, Mo.
Brown, Douglas & Brown
Tootle-Lacy Bank Building
- DOWNS, WALTER W.—Hartford, Conn.
Hartford Accident & Indemnity Co.
- DOYLE, LEWIS R.—Lincoln 8, Neb.
1505 Sharp Building
- DRIEMEYER, HENRY—East St. Louis, Ill.
Pope & Driemeyer
First National Bank Building
327 Missouri Avenue
- DRISCOLL, JOHN GERALD, JR.—San Diego 1, Cal.
Gray, Cary, Ames & Driscoll
Bank of America Building
- DUDLEY, J. B.—Oklahoma City 2, Okla.
Dudley, Duvall & Dudley
Suite 1501, APCO Tower
- DUGGAN, BEN O., JR.—Chattanooga, Tenn.
Kefauver, Duggan & Miller
316 Chattanooga Bank Building
- DUKE, W. E.—Charlottesville, Va.
Duke & Duke
Court Square Building
- DULLY, FRANK E.—Hartford 15, Conn.
Travelers Insurance Company
700 Main Street
- DUMOULIN, L. ST. M.—Vancouver, B. C., Canada
Russell & DuMoulin
10th Floor Credit Fancier Building
850 West Hastings Street
- DUNN, EVANS—Birmingham 3, Ala.
Bowers, Dixon & Dunn
1120 Comer Building
- DUNN, RALPH P.—Washington, D. C.
Woodward Building
- DUNN, VARDAMAN S.—Jackson 105, Miss.
Lotterhos & Dunn
Standard Life Building
- DUPREE, FRANKLIN T., JR.—Raleigh, N. C.
607 Odd Fellows Building
- DUQUE, HENRY—Los Angeles 14, Cal.
Adams, Duque, Davis & Hazeltine
523 West 6th-Room 1479
- DURHAM, F. H.—Minneapolis 2, Minn.
Durham & Swanson
1440 Northwestern Bank Building
- DUTTON, W. L.—Cedar Rapids, Iowa
Iowa Mutual Liability Ins. Co.
512 Second Avenue, East
- DUVALL, DUKE—Oklahoma City 2, Okla.
Dudley, Duvall & Dudley
1501 APCO Tower
- DYER, DAVID W.—Miami 32, Fla.
Smathers, Thompson, Maxwell & Dyer
1301 Du Pont Building
- DYSARD, W. H.—Ashland, Ky
Dysard & Dysard
Second National Bank Building
P. O. Box 551
- E**
- EAGER, HENRY I.—Kansas City 6, Mo.
Blackmar, Newkirk, Eager, Swanson & Midgley
906 Commerce Building
- EAGER, PAT H., JR.—Jackson 105, Miss.
Watkins & Eager
1001 Standard Life Building

- EARNEST, ROBERT L.**—West Palm Beach, Fla.
Earnest, Lewis & Smith
Guaranty Building, Box 1111
- EBELING, PHILIP C.**—Dayton 2, Ohio
Pickrel, Shaeffer & Ebeling
608-625 Gas & Electric Building
- EBERLE, J. LOUIS**—Boise, Idaho
Richards & Haga
Idaho Building
- EDWARDS, FRANK B.**—Mexico, Missouri
Fry, Edwards & Wright
123 East Jackson Street
- EGGENBERGER, WILLIAM J.**—Detroit 26, Mich.
1615 Dime Building
- ELLIOTT, ROBERT RAYMOND**—Boston 10, Mass.
60 Batterymarch Street
- ELY, WALTER**—Los Angeles 13, Calif.
Betts, Ely & Loomis
708 Security Building
510 South Spring Street
- ELY, WAYNE**—St. Louis 2, Mo.
Ely & Ely
10th Floor, Commerce Building
- EMERY, NORMAN A.**—Youngstown 3, Ohio
Harrington, Huxley & Smith
1200 Mahoning Bank Building
- EMISON, EWING**—Vincennes, Ind.
Emison & Emison
Vincennes Savings Building
- EMMERT, DUDLEY O'NEAL**—Manitowoc, Wis.
Manitowoc Savings Bank Building
- ENGELHARD, L. M.**—LaCrosse, Wis.
Lees & Bunge
402 Batavian Bank Building
- EPTON, HICKS**—Wewoka, Okla.
Horsley, Epton & Culp
Cutlip Building
- EVANS, WALTER G.**—New York 7, N. Y.
Evans, Rees & Orr
220 Broadway
- EVANS, WILLIAM W.**—Paterson 1, N. J.
Evans, Hand & Evans
129 Market Street
- EVERSON, E. L.**—Green Bay, Wis.
Everson, Ryan, Whitney & O'Melia
101 Columbus Building
- EWING, BOYD**—Nevada, Mo.
Ewing, Ewing & Ewing
Farm & Home Building
223½ West Cherry Street
- EWING, LYNN M.**—Nevada, Mo.
Ewing, Ewing & Ewing
Farm & Home Building
223½ West Cherry Street
- F**
- FAIS, GERVAIS W.**—Columbus 15, Ohio
Benoy & Sebastian
50 West Broad Street
- FARABAUGH, GALLITZEN A.**—South Bend 11, Ind.
Farabaugh, Pettengill, Chapleau & Roper
301-309 St. Joseph Bank Building
- FARBER, JOHN A.**—Omaha, Neb.
President & General Counsel
Service Life Insurance Company
Corner Farnam & 19th Streets
- FARNHAM, JOHN H.**—Syracuse, N. Y.
Farnham, Martineau & Gorman
517 City Bank Building
- FAUDE, JOHN P.**—Hartford 15, Conn.
Aetna Life Affiliated Companies
151 Farmington Avenue
- FEINOUR, JOHN G.**—Harrisburg, Pa.
Pennsylvania Threshermen & Farmers' Mutual
Casualty Insurance Company
325-333 South 18th Street
- FELLERS, JAMES D.**—Oklahoma City 2, Okla.
Mosteller, McElroy & Fellers
2712 First National Building
- FENERY, ROBERT LLOYD DOULL**—Calgary, Alberta,
Canada
Fenery, Fenerty, McGillivray & Robertson
203 Insurance Exchange Building
- FERGUSON, CHESTER H.**—Tampa 1, Fla.
Macfarlane, Ferguson, Allison & Kelly
P. O. Box 1531
First National Bank Building
- FERGUSON, D. NEIL**—Ocala, Fla.
Professional Building
- FIEDLER, GEORGE**—Chicago 3, Ill.
Fiedler & Amberg
135 South LaSalle Street
- FIELD, LYMAN**—Kansas City, Mo.
Mosman, Rogers, Bell, Field & Gentry
904 Bryant Building
- FIELDS, ERNEST W.**—New York 7, N. Y.
General Counsel, U. S. Guarantee Co.
90 John Street
- FILIATRAULT, V. W.**—Ravenna, Ohio
Filiatralt & Kane
105½ East Main Street
Lock Box 81
- FILLMORE, F. S.**—Des Moines 9, Iowa
Whitfield, Musgrave, Selby & Fillmore
616 Insurance Exchange Building
- FINN, WILLIAM A.**—Toledo 4, Ohio
929-934 Edison Building
- FINNEGAN, THOMAS J.**—New York 7, N. Y.
90 John Street
- FINNEY, J. A.**—Xenia, Ohio
Miller & Finney
Allen Building

FISHER, CLETUS A.—New Philadelphia, Ohio
Fisher, Smith & Renner
The Ohio Savings & Trust Building

FISHER, WILLIAM—Pensacola, Fla.
Fisher, Fisher, Hepner & Fitzpatrick
Florida National Bank Building

FISHER, WILLIAM, JR.—Pensacola, Fla.
Fisher, Fisher, Hepner & Fitzpatrick
Florida National Bank Building

FITCH, CHESTER P.—Portsmouth, Ohio
Miller, Searl & Fitch
402 Masonic Temple

FITZHUGH, MILLSAPS—Memphis, Tenn.
Fitzhugh, Murrah & Fitzhugh
2105 Sterick Building

FITZPATRICK, WILLIAM F.—Syracuse, N. Y.
Bond, Schoeneck & King
1400 State Tower Building

FLEMING, EDWARD E.—Miami 32, Fla.
Murrell, Fleming & Flowers
1218 DuPont Building

FLETCHER, A. J.—Raleigh, N. C.
Odd Fellows Building
Post Office Box 1406

FLETCHER, WILLIAM H., JR.—Jamestown, N. Y.
General Counsel, Empire State Mutual Life
Ins. Co.
315 North Main Street

FLUTY, HOLLY W.—New York 7, N. Y.
Counsel, General Reinsurance Corporation
90 John Street

FLYNN, FRED T.—New York 7, N. Y.
Seaboard Surety Co.
75 Maiden Lane

FLYNN, JAMES F.—Sandusky, Ohio
Flynn, Py & Kruse
Eagles Building, Box 900

FOLEY, FRANK D.—Columbus, Ga.
Foley & Chappell
Columbus Bank & Trust Co. Bldg.

FOLEY, GERALD T.—Newark 2, N. J.
Foley & Francis
Raymond Commerce Building

FOLEY, MICHAEL A.—Philadelphia 7, Pa.
721-35 Western Savings Fund Building
S. E. Corner Broad and Chestnut Sts.

FOLTS, AUBREY F.—Chattanooga 2, Tenn.
Folts, Brammer & Bishop
Suite 610 James Building

FORD, BYRON EDWARD—Columbus 15, Ohio
Vorys, Sater, Seymour & Pease
52 East Gay Street

FORD, LOGAN—Dallas 1, Texas
Burford, Ryburn, Hincks & Ford
711 Interurban Building

FOSTER, JOHN C.—New Orleans 12, La.
Curtis, Foster & Dillon
711 American Bank Building

FOSTER, JOHN E.—Columbus 16, Ohio
Farm Bureau Mutual Auto Ins. Co.
246 N. High Street

FOWLER, CODY—Tampa 2, Fla.
Fowler, White, Gillen, Yancey & Humkey
Citizens Building

FOWLER, REX H.—Des Moines, Iowa
Bradshaw, Fowler, Proctor & Fairgrave
Suite 510, Crocker Building

FOX, EDWARD J., JR.—Easton, Pa.
Fox & Oldt
308-311 Easton Trust Building

FOYNES, THOMAS N.—Lynn, Mass.
Electric Mutual Liability Insurance Co.
7 Willow Street

FRAZER, C. C.—Lincoln, Neb.
428 Lincoln Liberty Life Building

FRANCIS, MARSHALL H.—Steubenville, Ohio
Francis, Irvine, Hayes & Cooper
Sinclair Building

FRANKLIN, J. A.—Fort Myers, Fla.
Henderson, Franklin, Starnes & Holt
Collier Building

FRASER, WILLIAM C.—Omaha 2, Neb.
Fraser, Connolly, Crofoot & Wenstrand
637 Omaha National Bank Building

FRATER, GEORGE E.—Columbus 15, Ohio
Vorys, Sater, Seymour & Pease
52 E. Gay Street

FRAZIER, JAMES N.—Atlanta 3, Ga.
Powell, Goldstein, Frazer & Murphy
Citizens & Southern National Bank Bldg.

FRAZIER, LAKE JENKINS—Roswell, N. Mex.
Frazier, Quantius & Cusack
123 W. Fourth Street
Post Office Box 942

FREDERICKS, ALANSON ROSWELL—New York 5, N. Y.
American Surety Company
100 Broadway

FREEMAN, FLAVIUS B.—Springfield, Mo.
Neale, Newman, Neale, Freeman & Wampler
Box 1603, Southside Station

FREEMAN, JOHN H.—Houston 2, Texas
Fulbright, Crooker, Freeman & Bates
1206 Second National Bank Building

FREEMAN, MAHLON A.—New York 5, N. Y.
Hamilton & Freeman
100 Broadway

FREEMAN, WILLIAM H.—Minneapolis 2, Minn.
Freeman & King
1167 Northwestern Bank Building

FRENCH, GLENDON E.—Chicago, Ill.
Liberty Mutual Insurance Company
337 W. Madison Street

FROST, NORMAN B.—Washington, D. C.
Frost & Towers
605 Southern Building

FRY, W. WALLACE—Mexico, Mo.
Fry, Edwards & Wright
123 East Jackson Street

FULCHER, EDWIN DENT—Augusta, Ga.
Fulcher & Fulcher
402-4 Marion Building

FULLER, FRED E.—Toledo 4, Ohio
Welles, Kelsey, Fuller, Cobourn & Harrington
8th Floor, Ohio Building

FURRH, JOHN D., Jr.—Reno, Nev.
Pike, McLaughlin & Furrr
309 First National Bank Building

G

GALIHER, RICHARD W.—Washington, D. C.
637 Woodward Building

GALLAGHER, BERNARD J.—Washington 5, D. C.
Hendry, Gallagher & Thompson
525 Union Trust Building

GALLAGHER, DONALD—Albany 7, N. Y.
Brown & Gallagher
901 Home Savings Bank Building
11 North Pearl Street

GALLAGHER, LASHER BARRINGTON—Los Angeles 13,
California
458 South Spring Street

GAMBRELL, E. SMYTHE—Atlanta 3, Ga.
Gambrell, Harlan & Barwick
Suite 825
The Citizens & Southern Nat. Bank Bldg.

GANTNER, GEORGE—St. Louis 2, Mo.
Asst. Gen. Counsel, Utilities Insurance Co.
4th Floor, Pierce Building

GARDERE, GEORGE P.—Dallas 1, Texas
Leachman, Matthews & Gardere
509 Republic Bank Building

GARRET, JAMES W.—Montgomery 1, Ala.
Rushton, Stakely & Johnston
1201 Bell Building
Box 270

GARRITY, STANLEY—Kansas City 6, Mo.
Caldwell, Downing, Noble & Garrity
1000 Federal Reserve Bank Building

GARVEY, JOSEPH M.—St. Joseph 2, Mo.
5th and Francis Streets

GATES, BENTON EARL—Columbia City, Ind.
Gates & Gates
Farmers Loan & Trust Company Building

GATES, CASSIUS E.—Seattle 4, Wash.
Bogle, Bogle & Gates
609 Central Building

GATES, LOUIS R.—Kansas City 12, Kansas
406-410 Commerce National Bank Building

GAY, COLEMAN—Austin 16, Texas
1208 Capital National Bank Building

GAY, RUSSELL C.—New York 5, New York
Gay & Behrens
70 Pine Street

GAY, THOMAS BENJAMIN—Richmond 12, Va.
Hunton, Williams, Anderson, Gay & Moore
Electric Building

GEER, ARTHUR B.—Minneapolis 2, Minn.
Meagher, Geer & Markham
1106 First National-Soo Line Bldg.

GENRICH, FRED W., Jr.—Wausau, Wisc.
Genrich & Terwilliger
Security Building
403 Fourth Street

GEORGE, HERMON N.—Youngstown 3, Ohio
714 Mahoning Bank Building

GILBERT, CARL H.—Sante Fe, N. M.
Bishop Building

GILLEN, WILLIAM A.—Tampa 2, Fla.
Fowler, White, Gillen, Yancey & Humkey
1002 Citizens Building

GILLESPIE, LOUIS F.—Springfield, Ill.
Gillespie, Burke & Gillespie
504 Reisch Building

GILLESPIE, ROBERT G.—Meridian, Miss.
Gillespie & Minniece
217 Rosenbaum Bldg.

GINSBERG, GEORGE J.—Alexandria, La.
Commercial Bank Building

GIST, HOWARD B.—Alexandria 5, La.
Gist, Thornton & Murchison
Guaranty Bank Building
Box 1006

GLEASON, GAY—Boston 7, Mass.
G. C. Employers Liab. Assur. Corp.
110 Milk Street

GODDIN, JOHN C.—Richmond 19, Va.
Shewmake, Gary, Goddin & Blackwell
1203 State Planters Bank Building

GOLDSMITH, KARL—Pierre, S. D.
Martens & Goldsmith
Pierre National Bank Building

GONGWER, G. P.—Ashland, Ohio
First National Bank Building

GONGWER, J. H.—Mansfield, Ohio
407-408 Farmers Bank Building

GOOCH, J. A. (TINY)—Fort Worth 2, Texas
Caney, Hanger, Johnston, Scarborough &
Gooch
1500 Sinclair Building

GOODELL, LESTER M.—Topeka, Kansas
Wheeler, Brewster, Hunt & Goodell
401 Columbian Building

GOODWIN, RUSSELL B.—Wheeling, W. Va.
Goodwin, Nesbit, Spillers & Mead
800 Riley Law Building

GORDON, GEORGE L.—Kansas City 6, Mo.
Kem, Gordon & Gilmore
1608 Federal Reserve Bank Building

GORDON, GURDON W.—Springfield 1, Mass.
Vice Pres. & Legal Adviser,
Monarch Life Insurance Co.
365 State Street

GORTON, VICTOR C.—Chicago 6, Ill.
General Counsel, Allstate Insurance Co.
20 North Wacker Drive

GOULD, CHARLES P.—Los Angeles 14, Calif.
Spray, Gould & Bowers
727 West 7th Street
Roosevelt Building

GOVER, CHARLES H.—Charlotte 2, N. C.
500 Law Building

GOWAN, W. C.—Dallas 1, Texas
Carrington, Gowan, Johnson & Walker
1900 Mercantile Bank Building

GRAHAM, JOHN C.—Hartford 15, Conn.
Aetna Casualty & Surety Company
151 Farmington Avenue

GRAHAME, ORVILLE F.—Worcester, Mass.
Mass. Protective Association, Inc.
18 Chestnut Street

GRANT, CHARLES H., K.C.—Edmonton, Alberta, Can.
Grant & Stewart
513 McLeod Building

GRAVES, R. B.—Wisconsin Rapids, Wis.
Brazeau & Graves
Mead-Witter Building, Box 67

GRAY, HARRY T.—Jacksonville 1, Fla.
Marks, Gray, Yates & Conroy
1321 Graham Building

GREEN, ALFRED A.—Daytona Beach, Fla.
Green & West
224 South Beach Street
P. O. Box 430

GREEN, CHARLES W.—Rochester 4, N. Y.
Strang, Bodine, Wright & Combs
800 Powers Building

GREENE, HARRY L.—Atlanta, Ga.
Neely, Marshall & Greene
Hurt Building

GRESHAM, NEWTON—Houston 2, Texas
Fulbright, Crooker, Freeman & Bates
11th Floor, 2nd National Bank Building

GRISCOM, PINKNEY—Dallas 1, Texas
Thompson, Knight, Wright, Weisberg & Simmons
Republic Bank Building

GROCE, JOSH H.—San Antonio 5, Texas
Eskridge & Groce
911 Frost National Bank Building

GROETZINGER, WALKER—St. Paul 2, Minn.
St. Paul Mercury Indemnity Company
5th and Washington Streets

GROOMS, HOBART—Birmingham 3, Ala.
Spain, Gillon, Grooms & Young
408 First National Building

GROSS, DANIEL J.—Omaha 2, Neb.
Farm Credit Building

GRUBB, KENNETH P.—Milwaukee 2, Wis.
Quarles, Spence & Quarles
828 North Broadway

GUESMER, ARNOLD L.—Minneapolis 2, Minn.
Guesmer, Carson & MacGregor
Roanoke Building

GUIHER, JAMES M.—Clarksburg (also Charleston)
26, W. Va.
Steptoe & Johnson
Union National Bank Building

GUILD, CHARLES KELLY, K. C.—Vancouver,
British Columbia
Locke, Guild, Lane, Sheppard & Yule
701 Rogers Building, 470 Granville Street

GUINTHER, ROBERT—Akron 8, Ohio
Slabaugh, Guinther, Jeter & Pflueger
329 Second National Building

GUNBY, GEORGE—Monroe, La.
Sholars & Gunby
512 Bernhardt Building

GURNEY, J. THOMAS—Orlando, Fla.
Suite 415, First National Bank Building

GUTHRIE, THOMAS J.—Des Moines, Iowa
Parrish, Guthrie, Colflesh & O'Brien
902 Register and Tribune Building

GUY, ROBERT D.—K.C., Winnipeg, Man., Can.
Guy, Chappell, DuVall & McCrea
Electric Railway Chambers

H

HAAS, ROBERT E.—Allentown, Pa.
502 Hamilton Street

HABERMAN, PHILLIP W., JR.—New York 4, N. Y.
Proskauer, Rose, Goetz & Mendelsohn
11 Broadway

HAGAN, J. FOSTER—Arlington, Va.
1423 North Court House Road

HAIRE, J. RUSSELL—Newport, R. I.
Sheffield & Harvey
223 Thames Street
P. O. Box 133

HALL, ROBERT E.—Hartford 15, Conn.
The Aetna Casualty & Surety Co.
151 Farmington Avenue

HAMILTON, J. B., JR.—Owatonna, Minn.
General Casualty Claims Manager
Mutual Implement & Hardware Ins. Co.

HAMILTON, JOHN S., JR.—Chicago 11, Ill.
Brown, Carlson & Kiefer
American Mutual Alliance
919 North Michigan Avenue

HAMMETT, H. L.—New Orleans 12, La.
428 Whitney Bank Building

HAMMOND, J. TEDFORD—Benton Harbor, Mich.
204-5 Robinson Building
P. O. Box 26

HAMPTON, JOHN P.—Chicago 4, Ill.
Dent, Hampton & Doten
1111 The Rookery
209 South LaSalle Street

- HAMRICK, FRED D.**—Rutherfordton, N. C.
Hamrick & Hamrick
Drawer 470
- HANDY, JOHN F.**—Springfield, Mass.
General Counsel
Massachusetts Mutual Life Insurance Company
1295 State Street
- HANNAH, RICHARDS WESLEY**—New York 7, N. Y.
Attorney of Record for Gen. Acc.
Fire & Life Assurance Company
99 John Street
- HANSBROUGH, J. HERNDON**—Tampa 1, Fla.
Macfarlane, Ferguson, Allison & Kelly
612 First National Bank Building
- HANSON, FRED B.**—Chicago 3, Ill.
Hanson & Doyle
135 South LaSalle Street
- HARDIE, THORNTON**—El Paso, Texas
Jones, Hardie, Grambling & Howell
Bassett Tower, Box 153
- HARDIN, CALVIN EVANS, JR.**—Baton Rouge 6, La.
Durett & Hardin
Louisiana National Bank Building
- HARGRAVE, HERBERT W. J.**—Bay Shore, N. Y.
Davis, Vickers & Hargrave
83 East Main Street
- HARPENDING, A. H.**—Elmira, New York
Mandeville, Buck, Teeter & Harpending
521-529 Robinson Building
- HARPER, H. C.**—Sioux City 15, Iowa
Harper, Gleysteen & Nelson
612-620 Trimble Building
- HARRINGTON, MARK H.**—Denver 2, Colo.
Shuteran, Robinson & Harrington
812 The Equitable Building
- HARRIS, WALTER W.**—Scranton 3, Pa.
O'Malley, Hill, Harris & Harris
Scranton Electric Building
- HARRISON, WALTER V.**—Baltimore 2, Md.
1200 Mercantile Trust Building
- HART, LAWRENCE E.**—Madison 3, Wis.
Wilkie, Toebaas, Hart, Kraege & Jackman
111 South Hamilton Street
- HART, RAYMOND BOYD**—Lansing 7, Mich.
Warner & Hart
526 Mutual Building
- HARTER, JOSEPH MORTON**—Columbus 15, Ohio
44 East Broad Street
- HARTMAN, CHARLES C.**—Baltimore 3, Md.
New Amsterdam Casualty Company
227 St. Paul Street
- HARTSHORN, EDWIN S.**—Asheville, N. C.
706 Public Service Building
- HASSETT, WILLIAM D.**—Buffalo 2, N. Y.
Brown, Kelly, Turner & Symons
440 M. & T. Building
- HAWKINS, KENNETH B.**—Chicago 4, Ill.
Casels, Potter & Bentley
1060 The Rookery
- HAWORTH, HORACE S.**—High Point, N. C.
Roberson, Haworth & Reese
Wachovia Bank & Trust Co. Bldg.
- HAYES, GERALD P.**—Milwaukee 2, Wis.
Benderer, Hayes & Kluwin
735 North Water Street
- HAYNES, DAVID C.**—Youngstown, Ohio
1000 City Bank Building
- HAYUM, ARTHUR H.**—New York 7, N. Y.
Pauly & Hayum
225 Broadway
- HAYWOOD, EGBERT L.**—Durham, North Carolina
111 Corcoran Street
- HEAD, WALTON O.**—Dallas 1, Texas
Texas Employers' Insurance Association
Box 2759
- HEAFHEY, EDWIN A.**—Oakland 12, Calif.
Clark & Heafey
1102 Latham Square Building
- HEALEY, GEORGE**—Lincoln 8, Neb.
Davis, Stubbs & Healey
1521 Sharp Building
- HEALY, T. J.**—New York, N. Y.
Mendes & Mount
27 William Street
- HEARD, MANNING W.**—Hartford, Conn.
Hartford Accident & Indemnity Company
690 Asylum Avenue
- HEBERT, FELIX**—Providence 3, R. I.
Suite 702, Turks Head Building
- HECKER, HAROLD F.**—St. Louis 1, Mo.
Walther, Hecker, Walther & Barnard
1316 Mississippi Valley Trust Building
506 Olive Street
- HEFFERNAN, HENRY J.**—Augusta, Ga.
S. F. C. Building
- HEFT, CARROLL R.**—Racine, Wis.
Heft & Burgess
201 Sixth Street
- HEIDELBERG, R. W.**—Hattiesburg, Miss.
Heidelberg & Roberts
5th Floor, Citizens Bank Building
- HEILMAN, FERDINAND D.**—Saginaw, Mich.
Heilman & Purcell
Bearinger Building
- HEINEKE, PAUL H.**—Chicago 3, Illinois
Heineke & Conklin
135 South LaSalle Street
- HEISKELL, A. LONGSTREET**—Memphis, Tenn.
Chandler, Shepherd, Heiskell & Williams
711 First National Bank Building
- HEMRY, LESLIE P.**—Boston 16, Mass.
Vice-President & General Counsel
American Mutual Lia. Ins. Co.
142 Berkeley Street

- HENDERSON, EDWARD—Ventura, Calif.
208 Bank of America Building
- HENDERSON, JOSEPH W.—Philadelphia 2, Pa.
Rawle & Henderson
1910 Packard Building
- HENDRICK, LEON F.—Jackson, Miss.
Standard Life Building
P. O. Box 906
- HENEGRAN, GEORGE E.—St. Louis 2, Mo.
Bishop, Claiborne & Heneghan
418 Olive Street
- HENLEY, WILLIAM S.—Hazlehurst, Miss.
Henley, Jones & Woodliff
Box 509
- HENNINGER, ZENO F.—Butler, Pa.
Henninger, Shumaker & Kiester
6 West Diamond St.
- HENRY, DOUGLAS—Nashville, Tenn.
Tyne, Peebles, Henry & Tyne
National Building
- HENRY, E. A.—Little Rock, Ark.
Barber, Henry & Thurman
1408-12 Donaghey Building
- HENRY, JOHN A.—Chicago 4, Ill.
Continental Casualty Company
310 South Michigan Avenue
- HENSEL, EUGENE L.—Columbus 15, Ohio
8 East Long Street
- HERSHEY, HARRY B.—Taylorville, Ill.
Hershey & Bliss
Rambach Building
- HETZLER, THEODORE E., JR.—New York 17, N. Y.
National Association of Mutual Casualty Companies
60 East 42nd Street, Room 3902
- HEYL, CLARENCE W.—Peoria 2, Ill.
Heyl, Royster & Voelker
809 Central National Bank Building
- HIGBEE, W. BROWN—Uniontown, Pa.
Higbee, Lewellyn & Higbee
604 Second National Bank Building
- HIGHTOWER, H. G.—Cincinnati 2, Ohio
1008 Fourth National Bank Bldg.
- HIGINBOTHOM, PAUL N.—Baltimore 2, Md.
723 Munsey Building
- HILDEBRAND, RAYMOND—Glendive, Mont.
Hildebrand & Warren
- HINES, LEON L.—Benkelman, Neb.
- HINSHAW, JOSEPH—Chicago 2, Ill.
Hinshaw & Culbertson
1 North LaSalle Street
- HITESHEW, H. O.—Parkersburg, W. Va.
Hiteshew, Adams & Hickel
205½ Fourth Street
- HOBSON, J. P. JR.—Pikeville, Ky.
Hobson & Scott
First National Bank Building
- HOBSON, ROBERT P.—Louisville 2, Ky.
Woodward, Hobson & Fulton
1805-26 Kentucky Home Life Building
- HOCKER, LON JR.—St. Louis 1, Mo.
Jones, Hocker, Gladney & Grand
407 North 8th Street
- HODGES, EARL S.—Springfield, Ill.
601-4 Leland Office Building
- HOFFMAN, H. B.—Great Falls, Montana
501-503 First National Bank Building
- HOFFMAN, WALTER E.—Norfolk 10, Va.
Breeden & Hoffman
1107-13 National Bank of Commerce Bldg.
- HOFFSTOT, W. H. JR.—Kansas City, Mo.
Morrison, Nugent, Berger, Hecker & Buck
1701 Bryant Building
- HOLLAND, ROBERT B.—Dallas 1, Texas
Strasburger, Price, Holland, Kelton & Miller
300 Gulf States Building
- HOLMAN, B. E.—Fayetteville, Tenn.
Holman, Holman & Matthews
Northeast Corner Public Square
- HOLMES, GEORGE MAYNARD—Aberdeen, Miss.
McFarland & Holmes
133 East Commerce Street
- HOLT, PARKER—Fort Myers, Fla.
Henderson, Franklin, Starnes & Holt
Collier Building, Box 1111
- HON, GAINES—Los Angeles 15, Calif.
Hon & Jarrett
315 West Ninth Street, Suite 717
- HOOPES, C. A.—Marysville, Ohio
Hoopes, Sanders & Hoopes
127½ West Fifth Street, Box 186
- HORN, CLINTON M.—Cleveland 13, Ohio
McKeehan, Merrick, Arter & Stewart
28th Floor, Terminal Tower
- HORN, HERBERT—Atlantic City, N. J.
Lloyd and Horn
1421 Atlantic Avenue
- HORNER, J. M., JR.—Asheville, N. C.
708 Jackson Building
- HOWARD, FRANK—Worcester, Mass.
Proctor, Killeen & Howard
390 Main Street
- HOWELL, CHARLES COOK, JR.—Jacksonville 2, Fla.
McCarthy, Lane & Howell
601 Atlantic National Bank Building
- HOWELL, EDWARD—Oklahoma City 2, Okla.
Howell, Dierker & Smith
2420 First National Building
- HOWELL, WILLIAM D.—Cleveland 14, Ohio
Howell, Roberts & Stapleton
1026 Guardian Building
- HUBBARD, MOSES G. JR.—Utica, N. Y.
Fuller, Brown, Hubbard & Felt
1119-26 First National Bank Building

- HUDSON, DOUGLAS**—Fort Scott, Kan.
Hudson & Hudson
Suite 5, Marble Building
- HUDSON, R. D.**—Tulsa, Okla.
Hudson, Hudson & Wheaton
707 Ritz Building
- HUGGARD, RICHARD**—Columbus 15, Ohio
16 East Broad Street
- HUGHES, JAMES W.**—Los Angeles 54, Calif.
Farmers Underwriters Association
4680 Wilshire Boulevard
- HUGHES, JOHN H.**—Syracuse 2, N. Y.
Mackenzie, Smith & Michell
Onondaga County Savings Bank Bldg.
- HUGUS, WRIGHT**—Wheeling, W. Va.
Schmidt, Hugus & Laas
Central Union Trust Building
- HULL, JAMES M. JR.**—Augusta, Ga.
Hull, Willingham, Towill & Norman
1015-1021 Southern Finance Building
- HUMKEY, WALTER**—Miami 2, Fla.
Fowler, White, Gillen, Yancey & Humkey
620 Seybold Building
- HUNT, CHARLES L.**—Concordia, Kas.
Hunt & Baldwin
202½ West Sixth Street
- HUNTER, JAY T.**—Peoria 2, Ill.
Hunter, Kavanaugh, McLaughlin & Bond
718 Commercial National Bank Building
- HUNTER, RICHARD N.**—Waukesha, Wis.
Lowry, Hunter & Frame
252 South Street
- HUTCHINS, FRED S.**—Winston-Salem, N. C.
Deal & Hutchins
826-831 Wachovia Bank Bldg.
- HYDE, ROBERT C.**—Poplar Bluff, Mo.
State Bank Building
- HYMAN, WILLIAM A.**—New York 7, N. Y.
111 Fulton Street
- HYNES, JOHN F.**—Des Moines 7, Iowa
Employers Mutual Casualty Company
210 7th Street

I

- INCALLS, GEORGE L.**—Binghamton, N. Y.
Harrison, Coughlin, Dermody & Ingalls
Marine Midland Building
- INGLE, JOHN J.**—Winston-Salem, N. C.
Ingle, Rucker & Ingle
Wachovia Bank Building
- IRVINE, JOHN E.**—Steubenville, Ohio
Francis, Irvine, Hayes & Cooper
Sinclair Building

- J**
- JACKSON, H. CLAIR**—Kalamazoo 8, Mich.
Jackson, Fitzgerald, Dalm, Nims, Sage &
Wheeler
219 West Lovell Street
- JACKSON, J. KIRKMAN**—Birmingham 3, Ala.
Jackson, Rives & Pettus
812-21 Massey Building
- JACKSON, THOMAS B.**—Charleston 22, W. Va.
Jackson, Kelly, Morrison & Moxley
1601 Kanawha Valley Building
- JACOBSON, STANLEY V.**—Milwaukee 2, Wis.
229 East Wisconsin Avenue
- JAINSEN, WILSON C.**—Hartford, Conn.
Hartford Acc. & Ind. Co.
690 Asylum Street
- JAMES, CHARLES V.**—Norwich, Conn.
Brown & James
303 Thayer Building
- JAMES, J. B.**—Greenville, N. C.
P. O. Box 53
- JAMES, MURRAY G.**—Wilmington, N. C.
James & James
609 Murchison Building
- JAMESON, W. J.**—Billings, Mont.
Coleman, Jameson & Lamey
Electric Building, Box 2109
- JAMIESON, ROBERT G.**—Detroit 26, Mich.
Brown, Jamieson, Dyll, Marentay & Erickson
400 United Artists Building
- JAMISON, ROBERT H.**—Cleveland 14, Ohio
Garfield, Baldwin, Jamison, Hope & Ulrich
1425 Guardian Building
- JANUARY, SAMUEL M.**—Denver 2, Colo.
January & Yegge
604 Equitable Building
- JARRETT, JOSEPH W.**—Los Angeles 15, Calif.
Hon & Jarrett
315 West 9th Street
- JENNINGS, CLAYTON F.**—Lansing 8, Mich.
Ballard, Jennings, Bishop & Ellsworth
1400 Olds Tower Building
- JENNINGS, DALE C.**—Pittsburgh 19, Pa.
1106-10 Berger Building
- JOHNSON, E. M.**—Lumberton, N. C.
Johnson & Johnson
Johnson Building, Box 1097
- JOHNSON, F. CARTER, JR.**—New Orleans 12, La.
Porteous & Johnson
2011 American Bank Building
- JOHNSON, HAROLD A.**—Detroit 26, Mich.
Bodman, Longley, Bogle, Armstrong & Dahling
1400 Buhl Bldg.
- JOHNSON, RUSSELL V.**—Oklahoma City 2, Okla.
France, Johnson, Gordon & Cook
1706 First National Building

JONES, C. BAXTER—Macon, Ga.
Jones, Jones & Sparks
1007-1020 Persons Building

JONES, DEVANE KING—Tuscaloosa, Ala.
Jones, Dominick & McEachin
Alston Building

JONES, EDMUND L.—Washington 5, D. C.
Hogan & Hartson
810 Colorado Building

JONES, HAROLD—Wichita Falls, Texas
King, Dawson, Jones & Parish
430 Nacol Building

JONES, JOSEPH MERRICK—New Orleans 12, La.
Jones, Flanders, Waechter & Walker
842 Canal Building

JONES, L. BARRETT—Jackson 113, Miss.
Jones & Ray
614 Lamar Building

JONES, THOMAS LEWIS—Pittsburgh 19, Pa.
1204 Grant Building

JORDAN, JOHN Y. JR.—Asheville, N. C.
Jordan & Horner
Jackson Building

JORDAN, WELCH—Greensboro, N. C.
816 Jefferson Standard Building
P. O. Box 2213

JULIAN, LEO S.—Miami 32, Fla.
Shutts, Bowen, Simmons, Prevatt & Julian
800 First National Bank Building

K

KADYK, DAVID J.—Chicago 3, Ill.
Lord, Bissell & Kadyk
135 South LaSalle Street

KAESS, FREDERICK W.—Detroit 26, Mich.
Davidson & Kaess
2034 National Bank Building

KAHN, GEORGE—Seattle 4, Wash.
Kahn, Carmody & Pearson
Central Building

KAHRS, WILLIAM A.—Wichita 2, Kansas
Cowan, Kahrs & Nelson
624 Fourth National Bank Building

KAMMER, ALFRED CHARLES—New Orleans 12, La.
Rosen, Kammer, Wolff, Hopkins & Burke
1801 Hibernia Bank Building

KARR, PAYNE—Seattle 1, Wash.
Karr, Karr & Tuttle
Room 1210, 1411 4th Avenue Building

KASDORF, CLIFFORD C.—Milwaukee 3, Wisc.
Kivett & Kasdorf
Plankinton Building, Suite 7164

KEARNEY, J. L.—Los Angeles 15, Calif.
Kearney, McCartney, Scott & Clopton
958 South Flower Street

KEARNEY, WILLIAM JAMES JR.—New Orleans 12, La.
Christovich & Kearney
American Bank Building

KEARSLEY, HERBERT J.—Boston 9, Mass.
Manager, New England Claim Dept., London
Guarantee & Acc. Co. & Phoenix Ind. Co.
141 Milk Street

KEEAN, THOMAS W.—Shenandoah, Iowa
Keenan & Clovis
Box 3

KEITH, QUENTIN—Beaumont, Texas
Cecil, Keith & Mehaffy
Perlstein Building

KELLER, A. BRUCE—Pittsburg, Kan.
Keller, Burnet & Wilbert
204 National Bank Building

KELLER, PAUL E.—Chicago 90, Ill.
Benefit Association of Railway Employees
901 Montrose Avenue, P. O. Box 790

KELLEY, JAMES E.—St. Paul 2, Minn.
Bundlie, Kelley, Finley & Maun
425 Hamm Building

KELLEY, THOMAS D.—Kansas City 6, Mo.
635 Dwight Building
1004 Baltimore

KELLY, AMBROSE B.—Providence 3, R. I.
Associate General Counsel
Associated Factory Mutual Fire Insurance
Company
1204 Turks Head Building

KELLY, FRED H.—Mattoon, Ill.
Craig & Craig
1803 Broadway

KELLY, T. PAYNE, JR.—Tampa 1, Fla.
Macfarlane, Ferguson, Allison & Kelly
First National Bank Building

KELLY, WILLIAM A.—Akron 8, Ohio
Wise, Roetzel, Maxon, Kelly & Andress
1110 First National Tower

KEMPER, ALBERT S., JR.—Bluefield, West Va.
Richardson & Kemper
Law and Commerce Building

KEMPER, W. L.—Houston 2, Texas
Kemper, Wilson & Schmidt
517 Shell Building

KENLINE, H. C.—Dubuque, Iowa
Kenline, Roedell, Hoffman & Reynolds
418 Bank & Insurance Building

KENNEDY, FRANK H.—Charlotte 2, N. C.
706-10 Law Building

KENNEDY, HAYES—Chicago 4, Ill.
General Claims Attorney
The Greyhound Corporation
2737 Board of Trade Building

KERNAN, WARNICK J.—Utica 2, N. Y.
Kernan & Kernan
Devereaux Block

KERR, NELSON R.—Baltimore 3, Md.
Attorney, New Amsterdam Cas. Co.
227 St. Paul Street

- KERR, WILLIAM L.**—Midland, Texas
Whitaker, Turpin, Kerr, Smith & Brooks
Box 913, First National Bank Building
- KETTERER, JOHN G.**—Canton 2, Ohio
Day, Cope, Ketterer, Raley & Wright
1110 First National Bank Building
- KIGHTLINGER, PAUL E.**—Warren, Ohio
301-2 Union Savings & Trust Building
- KILEY, WILLIAM D.**—Oneida, N. Y.
180 Main Street
Oneida Savings Bank Building
- KING, ALVIN O.**—Lake Charles, La.
King, Anderson & Swift
515 Weber Building
- KING, JOHN C.**—Chicago 4, Ill.
Continental Casualty Company
310 South Michigan Avenue
- KING, OLIVER K.**—White Plains, N. Y.
Peoples Bank Building
- KING, WILLIAM E.**—St. Paul 2, Minnesota
St. Paul-Mercury Indemnity Company
111 West Fifth Street
- KIPLINGER, JOHN H.**—Rushville, Ind.
Kiplinger & Kiplinger
American National Bank Building
- KIRTLAND, RICHARD L.**—Los Angeles, Cal.
Reed & Kirtland
639 South Spring Street
- KISSAM, LEO T.**—New York 5, N. Y.
20 Pine Street
- KISTNER, JOHN R.**—Cleveland, Ohio
1128 Leader Building
- KITCH, JOHN R.**—Chicago 6, Ill.
President, Security Mutual Cas. Co.
309 West Jackson Boulevard
- KITTRILL, R. G.**—Henderson, N. C.
Perry & Kittrell
Law Building
- KIVETT, AUSTIN W.**—Milwaukee 3, Wis.
Kivett & Kasdorf
Suite 7164
Plankinton Building
- KLAW, ABEL**—Wilmington, Del.
7058 DuPont Building
1616 Walnut Street, Philadelphia, Pa.
- KLEIN, GERALD B.**—Tulsa 3, Okla.
Disney, Houston, Klein & Melone
209 Drew Building
- KLEIN, RICHARD HENRY**—Sunbury, Pa.
230 Market Street
- KLOHR, PHILIP C.**—Chicago 3, Ill.
Klohr & Merrick
105 South LaSalle Street
- KLOSTERMEYER, HOWARD R.**—Charleston 21, W. Va.
Spilman, Thomas & Battle
P. O. Box 273
- KLUWIN, JOHN A.**—Milwaukee 2, Wis.
Bendinger, Hayes & Kluwin
735 North Water Street
- KNAPP, FRANK J.**—Houston, Texas
Butler, Binion, Rice & Cook
30th Floor, Gulf Building
- KNEPPER, WILLIAM E.**—Columbus 15, Ohio
Knepper, White & Dempsey
22 West Gay St.
- KNIGHT, DEWEY**—Miami 32, Fla.
Knight, Smith, Underwood & Cullen
1117 Ingraham Building
- KNIGHT, HARRY S.**—Sunbury, Pa.
Bittner Trust Building
- KNIGHT, WILLIAM D.**—Rockford, Ill.
Central National Bank Building
- KNOWLES, WILLIAM F.**—Kansas City 6, Mo.
Sprinkle & Knowles
Suite 515, Lathrop Building
- KNUDSON, BENNETT O.**—Albert Lea, Minn.
Meighen, Knudson, Sturtz & Peterson
First National Bank Building
- KOCH, ROSCOE R.**—Philadelphia 1, Pa.
Asst. Gen. Counsel, Ins. Co. of N. Amer.
1600 Arch Street
- KOONTZ, PAUL G.**—Kansas City 6, Mo.
Kemp, Koontz, Clagett & Norquist
810 Commerce Building
- KORSAN, PETER J.**—Philadelphia 6, Pa.
c/o Fire Association of Philadelphia
401 Walnut Street
- KOTTGEN, HECTOR**—New York 7, N. Y.
General Reinsurance Corporation
90 John Street
- KRAMER, DONALD W.**—Binghamton, N. Y.
Kramer, Night & Wales
316 Security Mutual Building
- KRISTELLER, LIONEL P.**—Newark 2, N. J.
Kristeller & Zucker
744 Broad Street
- KUHN, EDWARD W.**—Memphis 3, Tenn.
McDonald, McDonald & Kuhn
1118 Commerce Title Building
P. O. Box 123
- KUHNS, BARTON H.**—Omaha 2, Neb.
Finlayson, McKie & Kuhn
800-807 First National Bank Building
- L**
- LABRUM, J. HARRY**—Philadelphia 2, Pa.
Conlen, LaBrum & Beechwood
1507 Packard Building
- LACEY, RALPH B.**—Detroit 26, Mich.
Lacey, Scroggie, Lacey & Buchanan
1204 Dime Building

- LACEY, ROBERT B.—Detroit 26, Mich.
Lacey, Scroggie, Lacey & Buchanan
1204 Dime Building
- LACOSTE, ROGER, K. C.—Montreal 1, Canada
Lacoste & Lacoste
North British & Mercantile House
460 St. Francois Xavier Street
- LAMFROM, LEON B.—Milwaukee 2, Wis.
Lamfrom, Tighe, Engelhard & Peck
1416 Bankers Building
- LAMKIN, E. T.—Monroe, La.
McHenry, Lamkin & Snellings
Box 1663, Bernhardt Building
- LANCASTER, J. L., JR.—Dallas 1, Texas
Robertson, Jackson, Payne, Lancaster & Walker
505 Republic Bank Building
- LANDIS, M. L.—Van Wert, Ohio
Counsel, Central Manufacturers' Mut. Ins. Co.
857 S. Washington Street
- LANE, COLLIS GUNDY—Columbus 15, Ohio
16 East Broad Street
- LANG, SYLVAN—San Antonio 5, Texas
Lang, Byrd, Cross & Ladon
2417 Transit Tower
- LANTAFF, WILLIAM C.—Miami 32, Fla.
Walton, Hubbard, Schroeder, Lantaff & Atkins
913 Alfred I. DuPont Building
- LANTZ, MARSHALL P.—Kansas City 10, Mo.
c/o Bruce Dodson & Company
2800 Wyandotte
- LAWS, ARTHUR H.—Denver 2, Colo.
Bancroft, Blood & Laws
Suite 728, University Building
- LAWSON, ROBERT W., JR.—Charleston 22, W. Va.
Steptoe & Johnson
608 Kanawha Valley Building
- LAYMAN, J. R.—Elizabethtown, Ky.
Layman & Layman
- LAYMON, PAUL E.—Detroit 32, Mich.
640 Temple Avenue
- LAZONBY, J. LANCE—Gainesville, Fla.
Lazonby & Dell
Baird Office Building
- LEAHY, JOHN S.—St. Louis 2, Mo.
Leahy & Leahy
1105 Commerce Building, 418 Olive St.
- LEAHY, JOHN S., JR.—St. Louis 2, Mo.
Leahy & Leahy
1105 Commerce Building, 418 Olive St.
- LEDERER, ROBERT A.—Toms River 2, N. J.
P. O. Box 293
- LEE, DAVID F.—Norwich, N. Y.
Lee, Gallagher & Lee
23 North Broad Street
- LEEDOM, BOYD—Rapid City, S. D.
Philip, Leedom & Driscoll
First National Bank Building
Box 190
- LEFTWICH, CHARLES W.—Columbus 16, Ohio
Farm Bureau Mutual Auto Ins. Co.
246 North High Street
- LEROU, FARREL J.—Hartford 2, Conn.
London & Lancashire Indemnity Company
20 Trinity Street
- LEROU, J. HENRY—Elizabeth City, N. C.
Carolina Building, Box 298
- LESEMANN, RALPH F.—East St. Louis, Ill.
Baker, Lesemann, Kagy & Wagner
511-521 Murphy Building
- LEVI, CLYDE R.—Ashland, Ky.
Professional Arts Building
P. O. Box 448
- LEVIN, SAMUEL—Chicago 3, Ill.
Continental Illinois Bank Building
231 South LaSalle Street
- LEVIT, BERT W.—San Francisco 4, Calif.
Long & Levit
Merchants Exchange Building
- LEVY, ADRIAN F.—Galveston, Texas
Levy & Levy
United States National Bank Bldg.
- LEVY, LEONARD B.—New Orleans 12, La.
Dufour, St. Paul & Levy
1006 Canal Building
- LEWIS, R. K.—West Palm Beach, Fla.
Earnest, Lewis & Smith
Guaranty Building, Box 1111
- LIDDON, WALKER—Fort Pierce, Fla.
Liddon & Parker
205 South Second Street
- LILLY, A. J.—Baltimore 3, Md.
Maryland Casualty Company
701 West 40th Street
- LINTON, WALTER—Phoenix, Arizona
Gust, Rosenfeld, Divelbess, Robinette & Linton
328 Security Building
- LIPSCOMB, HUBERT S.—Jackson 5, Miss.
Lipscomb & Ray
Lamar Life Building
- LIPSCOMB, THOMAS E.—Cleveland 14, Ohio
Thompson, Hine & Flory
1122 Guardian Building
- LIPSCOMB, WILLIAM—Dallas 1, Texas
Malone, Lipscomb & Seay
508-514 Southland Life Building
- LITTLE, JAMES—Big Spring, Texas
State National Bank Building
- LITTLETON, OLIVER W.—Baltimore 3, Md.
Atty., Claim Dept., Fidelity & Dep. Co. of Md.
Fidelity Building
- LLOYD, L. DUNCAN—Chicago 3, Ill.
Lord, Bissell & Kadyk
135 South LaSalle Street
- LOCKE, L. J.—Chicago 4, Ill.
Continental Casualty Company
310 South Michigan Avenue

- LOCKE, THEODORE L.**—Indianapolis 4, Ind.
Slaymaker, Locke & Reynolds
750-760 Consolidated Building
- LONG, LAWRENCE A.**—Denver 2, Colo.
638 Symes Building
- LONG, ROWLAND H.**—Springfield, Mass.
Massachusetts Mutual Life Ins. Co.
1295 State Street
- LONG, STANLEY B.**—Seattle 4, Wash.
Bogle, Bogle & Gates
603 Central Building
- LONG, T. J.**—Atlanta, Ga.
Matthews & Long
1417 First National Bank Building
- LORD, JOHN S.**—Chicago 3, Ill.
Lord, Bissell & Kadyk
135 South LaSalle Street
- LOWE, R. E.**—Spokane 8, Wash.
Paine, Lowe & Coffin
622 Spokane & Eastern Building
- LOWTHER, W. E.**—New York 3, N. Y.
General Counsel
Phoenix-London Group
55 Fifth Avenue
- LUCAS, WILDER**—St. Louis 1, Mo.
Sullivan, Finley & Lucas
1515 Ambassador Building
- LUCE, ROBERT T.**—Chicago 4, Ill.
208 South LaSalle Street
- LUSK, JOHN A. JR.**—Gadsden, Ala.
Lusk, Swann & Burns
First National Bank Building
- Mac**
- MACCARTER, WILLIAM J. JR.**—Chester, Pa.
MacCarter & Crawford
Crozer Building, Suite 502
- MACELREE, J. PAUL**—West Chester, Pa.
11 South High Street
- M**
- MADDIN, JOHN KEITH**—Nashville 3, Tenn.
Nashville Trust Building
- MADISON, GEORGE T.**—Bastrop, La.
Madison, Madison, Files & Shell
P. O. Box 510
- MADISON, J. G.**—Tuscaloosa, Ala.
Foster, Rice, Madison & Rosenfeld
- MAGUIRE, RAYMER F.**—Orlando, Fla.
Maguire, Voorhis & Wells
P. O. Box 633
- MAHONEY, GEOFFREY P.**—Minneapolis 2, Minn.
2120 Rand Tower
- MAHONEY, WILLIAM B.**—Portland 3, Maine
120 Exchange Street
- MALLEY, JOHN J.**—New York 6, N. Y.
National Surety Corp.
4 Albany Street
- MALONE, RALPH WALDO**—Dallas 1, Texas
Malone, Lipscomb & Seay
508-514 Southland Life Building
- MANGIN, WILLIAM B.**—Syracuse 2, N. Y.
Brown, Mangin & O'Connor
1603 State Tower
- MANIER, MILLER**—Nashville 3, Tenn.
Manier, Crouch, Manier & White
Baxter Building, 216 Union Street
- MANIER, WILL R. JR.**—Nashville 3, Tenn.
Manier, Crouch, Manier & White
Baxter Building
216 Union Street
- MANN, FRANK C.**—Springfield, Mo.
Mann, Mann, Walter & Powell
Suite 910, Landers Building
- MANSFIELD, WALTER A.**—Detroit 26, Mich.
909-12 Lafayette Building
- MARBLE, HARRY E.**—Cincinnati 2, Ohio
Marble & Vordenberg
2003 Union Central Building
- MARCHAL, VERNON L.**—Greenville, Ohio
Marchal & Marchal
140 West 4th Street
- MARCUS, DAVID C.**—Beaumont, Texas
Marcus & Weller
P. O. Box 350
- MARKHAM, J. HENSON**—Jacksonville 1, Fla.
Osborne, Copp & Markham
Barnett Nat. Bank Bldg., P. O. Box 537
- MARKLEY, EDWARD A.**—Jersey City 3, N. J.
Markley & Broadhurst
1 Exchange Place
- MARKS, SAM R.**—Jacksonville 1, Fla.
Marks, Gray, Yates & Conroy
1321 Graham Building
- MARKS, SUMTER D.**—New Orleans 12, La.
Phelps, Dunbar, Marks & Claverie
United Fruit Building
- MARRINER, RUFUS S.**—Washington, Pa.
Mariner & Wiley
417 Washington Trust Building
- MARRYOTT, FRANKLIN J.**—Boston 17, Mass.
Liberty Mutual Insurance Company
175 Berkeley Street
- MARSALEK, GEORGE WOODRUFF**—St. Louis 2, Mo.
Moser, Marsalek, Carpenter, Cleary & Carter
330 Pierce Building
112 North 4th Street
- MARSHALL, E. A.**—Huntington 9, W. Va.
Fitzpatrick, Strickling & Marshall
900 First Huntington National Bank Building
- MARSHALL, REMBERT**—Atlanta 3, Ga.
Neely, Marshall & Greene
1040 Hurt Building

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- MARTIN, CLARENCE E.—Martinsburg, W. Va.
Martin & Seibert
Peoples Trust Building
- MARTIN, CLARENCE E., JR.—Martinsburg, W. Va.
Martin & Seibert
Peoples Trust Building
- MARTIN, FRANK J.—Gadsden, Ala.
Hood, Inzer, Martin & Suttle
American National Bank Building
Box 429
- MARTIN, GEORGE D.—Lancaster, Ohio
Drinkle & Martin
106 Equitable Building
- MARTIN, JOHN B.—Philadelphia 10, Pa.
Duane, Morris & Heckscher
1617 Land Title Building
- MARTIN, WILLIAM FRANCIS—New York 4, N. Y.
Martin & Clearwater
30 Broad Street
- MARTIN, WILLIAM LOGAN—Birmingham 3, Ala.
Martin, Turner & McWhorter
600 North 18th Street
- MASON, STEVENS T.—San Marino 9, Calif.
1941 South Euclid Avenue
- MASON, WILLIAM CLARKE—Philadelphia 9, Pa.
Morgan, Lewis & Bockius
2107 Fidelity-Philadelphia Trust Building
- MASTERS, RICHARD C.—Lansing 3, Mich.
Vice-President & Asst. Gen. Counsel
Auto-Owners Insurance Company
615 North Capitol Avenue
- MATHEWS, JOHN ELIE—Jacksonville 2, Fla.
Mathews & Mathews
1311-1312 Graham Building
- MATHYS, CLIFFORD G.—Madison 3, Wis.
Rieser & Mathys
1 West Main Street
- MATTHEWS, DOUGLAS W.—Atlanta, Ga.
Matthews, Long & Moore
1417 First National Bank Building
- MATTHIAS, RUSSELL H.—Chicago 2, Ill.
Eckern, Meyers & Matthias
1 North LaSalle Street
- MATZ, EDMUND L.—Bellaire, Ohio
Matz & Cinque
First National Bank Building
- MAURICE, STEWART—New York 6, N. Y.
Maurice & McNamee
149 Broadway
- MAUTZ, ROBERT T.—Portland 4, Ore.
Wilbur, Beckett, Oppenheimer, Mautz &
Souther
1001 Board of Trade Building
- MAWHINNEY, DONALD M.—Syracuse 1, N. Y.
Hiscock, Cowie, Bruce, Lee & Mawhinney
300 First Trust & Deposit Company
- MAXWELL, DAVID F.—Philadelphia 2, Pa.
Edmonds, Obermayer & Rebmann
1418 Packard Building
- MAY, ALBERT E.—Omaha 2, Neb.
Swarr, May, Royce, Smith & Story
705 Keeline Building
- MAY, JOHN G. JR.—Richmond 19, Va.
May, Simpkins, Young and Rudd
Mutual Building
- MAY, PHILIP S.—Jacksonville 2, Fla.
Crawford & May
1106 Lynch Building
- MAY, RALPH J.—Oklahoma City 2, Okla.
Hervey, May, Owens & Harris
2511 APCO Tower
- MAYER, CHARLES L.—Shreveport, La.
Jackson & Mayer
1030 Giddens Lane Building
- MAYNE, WALTER R.—St. Louis 1, Mo.
Fordyce, White, Mayne, Williams & Hartman
506 Olive Street
- MEAD, J. S.—Birmingham, 3, Ala.
512 Jackson Building
- MEADER, HENRY C.—Montgomery 4, Ala.
Meader, Jones & Murray
906-10 First National Bank Building
- MEACHER, I. E.—Minneapolis 2, Minn.
Meagher, Geer & Markham
1106 First National-Soo Line Building
- MEHAFFY, JAMES W.—Beaumont, Texas
Cecil, Keith & Mehaffy
Perlstein Building
- MEHIGAN, IRVING PATRICK—Milwaukee 2, Wis.
Burns & Mehigan
208 E. Wisconsin Avenue
- MENDES, WILLIAM B.—New York, N. Y.
Mendes & Mount
27 William Street
- MERCIER, LUCIEN H.—Washington 5, D. C.
401-3 Metropolitan Bank Building
- MERLEY, K. L.—Chicago, 1, Ill.
Asst. Counsel, Federal Life Insurance Co.
168 N. Michigan Avenue
- MERRELL, C. F.—Indianapolis, Ind.
620 Circle Tower
- MERRICK, HUBERT C.—Chicago 3, Ill.
Klohr & Merrick
105 South LaSalle Street
- MERRILL, HUGH D. JR.—Anniston, Ala.
Merrill, Merrill & Vardaman
Commercial National Bank Bldg., Box 286
- MERRILL, WILLIAM FOLSOM—Skowhegan, Maine
Merrill & Merrill
Merrill Block
- MERRIMAN, L. M.—Vero Beach, Fla.
- MERSHON, M. L.—Miami 8, Fla.
Evans, Mershon, Sawyer, Johnston & Simmons
Box 1390
First National Bank Building

- MEYERS, ALLEN**—Topeka, Kas.
Meyers, Gault, Marshall & Hawks
New England Building
- MICHAELS, WILLIAM C.**—Kansas City 6, Mo.
Blackmar, Newkirk, Eager, Swanson & Midgley
906 Commerce Building
- MILAM, ARTHUR Y.**—Jacksonville 1, Fla.
Milam, McIlvaine, Carroll & Wattles
1211 Greenleaf Building
- MILEY, MORTIMER B.**—St. Paul 1, Minn.
Swensen & Anderson
1024 Minnesota Building
- MILLER, ALEX M.**—Des Moines 9, Iowa
Miller, Huebner & Miller
Equitable Building
- MILLER, DALE F.**—Columbus 15, Ohio
Knepper, White & Dempsey
22 West Gay St.
- MILLER, J. WESTON**—Springfield, Mo.
Miller & Fairman
Box 1314 Southside Station
- MILLER, JOHN L.**—Pittsburgh 19, Pa.
Duff, Scott & Smith
815 Berger Building
- MILLER, JOHN M.**—Indianapolis 4, Ind.
White, Wright, Raub & Forrey
1510 Merchants Bank Building
- MILLER, OLIVER H.**—Des Moines 9, Iowa
Suite 403, Equitable Building
- MILLER, ORRIN**—Dallas 1, Texas
Robertson, Jackson, Payne, Lancaster & Walker
5th Floor, Republic Bank Building
- MILLER, VAUGHN**—Chattanooga 2, Tenn.
Miller, Martin, Hitching & Tipton
1033 Volunteer Building
- MILLS, BALLINGER**—Galveston, Texas
Wigley, McLeod, Mills & Shirley
801 Union Station Building
- MITCHELL, JAMES E.**—Bangor, Maine
Eastern Trust Building
- MOCK, FRED M.**—Oklahoma City 2, Okla.
Pierce, Rucker, Mock, Tabor & Duncan
2401 First National Building
- MOELLER, FREDERICK A.**—Boston 16, Mass.
Henry, Moeller, Aggott & Goodale
142 Berkeley Street
- MOFFATT, WILLIS C.**—Boise, Idaho
Moffatt & Young
Idaho Building, P. O. Box 1926
- MONNET, CLAUDE**—Oklahoma City 2, Okla.
Monnet, Hayes & Brown
First National Building
- MONTAGUE, J. E.**—Duluth, Minn.
Dancer, Montague, Applequist, Lyons & Spang
1000 Alworth Building
- MONTGOMERY, RICHARD B. JR.**—New Orleans 12, La.
Montgomery, Fenner & Brown
1103-6 Maritime Building
- MOODY, L. DENMAN**—Houston 2, Texas
Baker, Botts, Andrews & Parish
16th Floor, Esperson Building
- MOORE, ALVIN O.**—Chattanooga 2, Tenn.
Spears, Reynolds, Moore & Reisman
707 Chattanooga Bank Building
- MOORE, BENJAMIN ALLSTON**—Charleston 3, S. C.
Moore & Mouzon
2 Gillon Street
- MOORE, BEVERLY C.**—Greensboro, N. C.
Sapp & Moore
Suite 604, Dixie Bldg.
- MOORE, JOHN W. D.**—Sanford, Fla.
Box 1285
- MOORE, ROBERT M.**—Chicago 6, Ill.
Kitch, Moore & Tressler
309 West Jackson Blvd.
- MOREHEAD, CHARLES A.**—Miami 32, Fla.
Morehead, Pallot & Forrest
1504 Alfred I. DuPont Building
- MORENO, ARTHUR A.**—New Orleans 12, La.
Lemle, Moreno & Lemle
625 Hibernia Bank Building
- MORETON, ARTHUR E.**—Salt Lake City, Utah
433 Judge Building
- MORFORD, JAMES R.**—Wilmington 28, Del.
Morford, Bennethum, Marvel & Cooch
212 Delaware Trust Building
- MORGAN, B. L.**—Amarillo, Texas
Morgan, Culton, Morgan & Brittain
611 Oliver Eakle Building
- MORRIS, CHARLES W.**—Louisville 2, Ky.
Morris & Garlove
Marion E. Taylor Building
- MORRIS, LARRY W.**—Houston 2, Texas
Morris, Underwood & Oldham
Second National Bank Building
- MORRIS, LESLIE W.**—Frankfort, Ky.
Farmers Deposit Bank Building
216 N. Main Street
- MORRIS, STANLEY C.**—Charleston 26, W. Va.
Steptoe & Johnson
Kanawha Valley Building
P. O. Box 1588
- MORROW, THOMAS L.**—Seattle 4, Wash.
Bogle, Bogle & Gates
603-624 Central Building
- MORSE, RUPERT G.**—Kansas City 18, Mo.
Employers Reinsurance Corporation
P. O. Box 2088
- MORTON, R. A. D.**—El Paso, Texas
Suite 414, El Paso National Bank Building
- MOSER, HENRY S.**—Chicago 2, Ill.
Sonnenschein, Berkson, Lautmann, Levinson
& Morse
77 West Washington Street
- MOSER, W. EDWIN**—St. Louis 2, Mo.
Moser, Marsalek, Carpenter, Cleary & Carter
330 Pierce Building

Moses, Henry C.—New York 5, N. Y.
Moses, Nehrbas & Tyler
20 Pine Street

Moss, SIDNEY L.—Los Angeles 14, Calif.
507 Van Nuys Building

Moul, CHARLES E.—LeRoy, Ohio
Assistant Superintendent of Claims
Ohio Farmers Insurance Company

Moule, REID S.—Buffalo, N. Y.
Moule, Miles & Forehead
660 Ellicott Square Building

Mount, THOMAS F.—Philadelphia 2, Pa.
Rawle & Henderson
1910 Packard Building

Moyer, JAMES I.—Salem, Va.
5 South College Avenue

Mudd, J. P.—Birmingham 3, Ala.
914 Massey Building

Muller, ARTHUR C., JR.—New York 5, N. Y.
Mendes & Mount
27 William Street

Mulvihill, ALFRED F.—Chicago 4, Ill.
175 West Jackson Boulevard

Muncall, DANIEL—Philadelphia 5, Pa.
General Accident Fire & Life Assur. Corp., Ltd.
414 Walnut Street

Murphy, JOSEPH B.—Syracuse 2, N. Y.
Murphy & Young
1104 State Tower Building

Murphy, JOSEPH HAWLEY—Syracuse 2, N. Y.
Murphy & Young
1104 State Tower Building

Murphy, MILTON C.—North Platte, Nebraska
Beatty, Clark, Murphy & Morgan
Beatty Bldg.

Murphy, RAY—New York 7, N. Y.
Association of Casualty & Surety Companies
60 John Street

Murray, CLAPHAM, JR.—Baltimore 3, Md.
Maryland Casualty Company
701 West 40th Street

Murray, GEORGE C.—Sheldon, Iowa
203 Security Investment Building

Muse, LEONARD G.—Roanoke 4, Va.
Woods, Rogers, Muse & Walker
303-319 Boxley Building

Musgrave, EDGAR—Des Moines 9, Iowa
Whitfield, Musgrave, Selvy & Fillmore
616 Insurance Exchange Building

Myers, S. P.—Racine, Wis.
Helm, Myers & Gillett
526 Monument Square

Mc

McAlister, DAVID I.—Washington, Pa.
McAlister & Sweet
63 South Main St.

McCall, HARRY—New Orleans 12, La.
Chaffie, McCall, Toler & Phillips
724 Whitney Building

McCamey, HAROLD E.—Pittsburgh 19, Pa.
Dickie, Robinson & McCamey
Suite 2415, Grant Building

McCAMPBELL, H. H. JR.—Knoxville 08, Tenn.
Green, Webb & McCampbell
803 Burwell Building

McCARROLL, CLARENCE—Owensboro, Ky.
Woodward, Bartlett, Hobson & McCarroll
221½ St. Ann Street

McCary, JOE T.—Nashville 3, Tenn.
Hickerson, McCary & Crownover
836 Third National Bank Building

McClatchey, DEVEREAUX F.—Atlanta 3, Ga.
Smith, Kilpatrick, Cody, Rogers & McClatchey
1045 Hurt Building

McClendon, WILLIAM H., JR.—New Orleans 12, La.
McClendon & Wheeler
Richards Building

McComas, CHARLES H.—Bel Air, Md.
McComas and James
21 Courtland Street

McComb, EDGAR—Denver 2, Colo.
McComb, Nordmark & Zarlenko
First National Bank Building

McConnell, D. H.—Pittsburgh, Pa.
Law & Finance Building

McConnell, F. BRITTON—Los Angeles 15, Calif.
General Counsel, Pacific Employers Insurance
Co. and Unity Mutual Life & Acc. Ins. Co.
1033 South Hope Street

McConnell, ROBERT M.—Knoxville 1, Tenn.
Frantz, McConnell & Seymour
Burwell Building

McCormick, ROBERT M.—New York 5, N. Y.
McCormick, McCormick & Dunne
55 Liberty Street

McDonald, MARTELLE—Odessa, Texas
Court House

McDonald, W. PERCY—Memphis 1, Tenn.
McDonald, McDonald & Kuhn
Commerce Title Building, P. O. Box 123

McElraevy, JOHN JR.—New York 7, N. Y.
75 Fulton Street

McFaddin, JOHN M.—Rockville, Ind.
McFaddin & McFaddin
Rockville National Bank Building

McFall, JOHN M.—Baltimore 3, Md.
United States Fidelity & Guaranty Company
Calvert & Redwood Streets

McGinn, DENIS—Escanaba, Mich.
McGinn & Fitzharris
1103 Escanaba National Bank Building

McGough, PAUL J.—Minneapolis 2, Minn.
Faegre & Benson
1260 Northwestern National Bank Building

- McGUGIN, DAN E.**—Nashville 3, Tenn.
608 Commerce-Union Bank Building
- McGUIRK, JAMES J., JR.**—New York 8, N. Y.
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- McHANEY, POWELL B.**—St. Louis 3, Mo.
General American Life Insurance Co.
1501 Locust Street
- McILVAINE, EUGENE T.**—Jacksonville 1, Fla.
Milam, McIlvaine, Carroll & Wattles
Greenleaf Building
- MCINERNEY, WILBERT**—Washington 5, D. C.
900 Albee Building
1426 G Street, N.W.
- MCKAY, JOHN G.**—Miami 32, Fla.
Dixon, DeJarnette & Bradford
908 First National Building
- McKELVEY, W. R.**—Seattle 4, Wash.
Skel, McKelvey, Henke, Evenson & Uhlmann
Insurance Building
- McKENNETT, FRED A.**—New York 7, N. Y.
Manager, Eastern Department
Zurich General Accident & Liability Ins. Co.
55 John Street
- McKESSON, THEODORE G.**—Phoenix, Ariz.
Luhrs Tower
- McLAUGHLIN, EUGENE D.**—Peoria 2, Ill.
Hunter, Kavanagh, McLaughlin & Bond
718 Commercial National Bank Building
- McLAUGHLIN, JOHN T.**—Reno, Nev.
Pike, McLaughlin & Furth
309 First National Bank Building
- MCLEAN, DICKSON**—Lumberton, N. C.
McLean & Stacy
The National Bank Building
Drawer 1087
- MCLEAN, EDWARD D.**—Mankato, Minn.
Smith, McLean & Peterson
402 National Citizens Bank Building
- MCLENDON, L. P.**—Greensboro, N. C.
Brooks, McLendon, Brim & Holderness
Southeastern Building
- MCLEOD, V. W.**—Galveston, Texas
Wigley, McLeod, Mills & Shirley
801 Union Station Building
- MCLOUGHLIN, JAMES J.**—New York 6, N. Y.
111 Broadway
- McMAHON, T. J.**—Abilene, Texas
McMahon, Springer & Smart
West Texas Utilities Building
- McNAMARA, J. PAUL**—Columbus 15, Ohio
50 East Broad Street
- McNAMARA, WILLIAM F.**—Chicago 3, Ill.
Fidelity & Casualty Company of N. Y.
135 South LaSalle Street
- MCNEAL, HARLEY J.**—Cleveland 13, Ohio
1250 Terminal Tower Building
- MCNETT, WALTER**—Ottumwa, Iowa
McNett, Kuhns & McNett
106 North Market Street
- MCREYNOLDS, ROBERT L.**—Clarksville, Tenn.
McReynolds & Marks
First National Bank Building
- McTIGHE, DESMOND J.**—Norristown, Pa.
Duffy, McTighe & McElhone
11 East Airy Street
- N**
- NAMAN, W. W.**—Waco, Texas
Naman, Howell & Boswell
Amicable Building
- NANGLE, JOHN J.**—St. Louis 2, Mo.
Utilities Insurance Company
4th Floor, Pierce Building
- NASH, FRANCIS M.**—Bradford, Pa.
Nash & Mutzbaugh
City Hall
- NASH, J. NEWTON**—New York 5, N. Y.
Hatch, Wolfe, Nash & Ten Eyck
60 Wall Street
- NAUJOKS, HERBERT H.**—Chicago 2, Ill.
Ekern, Meyers & Matthias
1 North LaSalle Street
- NEAL, ROBERT R.**—Chicago 4, Ill.
Assistant General Counsel
North American Accident Ins. Co.
209 S. LaSalle Street
- NEELY, EDGAR A.**—Atlanta 3, Ga.
Neely, Marshall & Greene
1040 Hurt Building
- NEELY, ROBERT D.**—Omaha 2, Neb.
Neely & Otis
702-3 W. O. W. Building
- NELSON, P. H.**—Columbia 23, S. C.
Nelson, Mullins & Grier
902-905 Palmetto Building
- NELSON, ROBERT M.**—Memphis 3, Tenn.
Nelson, Norvell, Owens & Floyd
1001 Columbian Mutual Tower
- NEWMAN, DANIEL S.**—Pittsburgh 19, Pa.
Dickie, Robinson & McCamey
2415 Grant Building
- NICHOLS, HENRY W.**—New York 6, N. Y.
Vice-President and General Counsel
National Surety Corporation
4 Albany Street
- NICHOLSON, ROBERT J.**—Youngstown 3, Ohio
715 Mahoning Bank Building
- NICKERSON, PALMER R.**—Baltimore 2, Md.
Due, Nickerson & Whiteford
605 Title Building
- NIEHAUS, JOHN M.**—New York 22, N. Y.
515 Madison Avenue
- NIGH, WARREN**—Washington 5, D. C.
Government Employees Insurance Company
Investment Building

NIGHT, WILLIAM E.—Binghamton, N. Y.
Kramer, Night & Wales
316 Security Mutual Building

NILLES, HERBERT G.—Fargo, N. D.
Nilles, Oehlert & Nilles
504 Black Building

NIMS, DAVID E., JR.—Kalamazoo 8, Mich.
Jackson, Fitzgerald, Dalm, Nims, Sage &
Wheeler
219 West Lovell Street

NIX, ABIT—Athens, Ga.
Erwin, Nix & Birchmore
202 Southern Mutual Building

NIXON, DAVID S.—Hartford 2, Conn.
London & Lancashire Indemnity Company of
America
20 Trinity Street

NOLL, ROBERT M.—Marietta, Ohio
406 Peoples Bank Building

NOONAN, CHARLES F.—Minneapolis, Minn.
Dorsey, Coleman, Barker, Scott & Barber
1300 First National-Soo Line Building

NOONE, CHARLES A.—Chattanooga 2, Tenn.
Suite 603, Chattanooga Bank Building

NORDMARK, GODFREY—Denver 2, Colo.
McComb, Nordmark & Zarleno
1020 First National Bank Building

NORMANN, FRANK S.—New Orleans 12, La.
Normann & Jones
16th Floor, Hibernia Bank Building

NOTNAGEL, LELAND H.—Toledo 4, Ohio
Lord, Hayward, Smith & Notnagel
2105 Ohio Building

NULTON, P. E.—Pittsburg, Kan.
Nulton & Letton
First National Bank Building

O

O'BRIEN, F. J.—Rochester, Minn.
321 First National Bank Building

O'BRIEN, JOSEPH F.—Brooklyn 2, New York
185 Montague Street

O'BRIEN, MATTHEW J.—Chicago 4, Ill.
O'Brien & Hanrahan
3520 Board of Trade Building

O'BRYAN, WILLIAM M.—Fort Lauderdale, Fla.
Patterson, O'Bryan & Cabot
Sweet Building

O'CONNOR, JAMES H.—Syracuse 2, N. Y.
Brown, Mangin & O'Connor
1603 State Tower Building

ODOM, H. TALBOT—Greenwood, Miss.
Box 674

ODUM, JOHN B.—Valdosta, Ga.
Odum & Young
Lawyers Building

O'FARRELL, WILLIAM T.—Charleston 22, W. Va.
Jackson, Kelly, Morrison & Moxley
1601 Kanawha Valley Building

O'HARA, JAMES M.—Utica, N. Y.
309 Foster Building
and 117 W. Dominick Street
Rome, N. Y.

O'HEARN, JOHN V.—St. Paul 4, Minn.
Anchor Casualty Company
2700 University Avenue

O'KELLEY, A. FRANK—Tallahassee, Fla.
Keen, O'Kelley & Spitz
311 East Park Avenue

OLDS, JAMES—Akron 8, Ohio
(H. A. Waltz & James Olds)
913 Second National Building

OLIVER, ALLEN—Cape Girardeau, Mo.
Oliver & Oliver
402-406 Himmelberger-Harrison Bldg.

O'MALLEY, THOMAS J.—New York, N. Y.
Merchants Indemnity Corporation of New York
45 John Street

OMAN, RALPH—Topeka, Kas.
McClure, Webb & Oman
708 National Bank of Topeka Building

O'MARA, JUNIOR—Jackson, Miss.
Butler & Snow
Deposit Guaranty Bank Building

O'NEILL, EDWARD T.—Fond du Lac, Wis.
General Claims Attorney
Threshermens Mutual Insurance Co.
104 South Main Street

ORLANDO, SAMUEL P.—Camden, N. J.
709 Market Street

ORR, GEORGE WELLS—New York 7, N. Y.
U. S. Aviation Underwriters
80 John Street

OSBORNE, H. P.—Jacksonville 1, Fla.
Osborne, Copp & Markham
1625 Barnett National Bank Building
P. O. Box 537

OWENS, DEAN—Rome, Ga.
Matthews, Owens & Maddox
13½ East Third Avenue

OWENS, GROVER T.—Little Rock, Ark.
Owens, Ehrman & McHaney
Pyramid Building

OWENS, HUGH F.—Oklahoma City 2, Okla.
Hervey, May & Owens
2511 APCO Tower

P

PALMER, RAY G.—Duluth 2, Minn.
Hunt, Palmer & Hood
800 Lonsdale Building

PARCHER, FREDERIC C.—Columbus 16, Ohio
246 North High Street

PARK, ARTHUR A.—San Francisco 4, Calif.
Worthington, Park & Worthington
Russ Building

- PARKER, ALEXANDER W.**—Richmond 19, Va.
Christian, Barton, Parker & Boyd
506 Mutual Building
- PARKER, G. W., JR.**—Fort Worth, Texas
Bryan, Stone, Wade & Agerton
2206 Fort Worth National Bank Building
- PARKER, HAROLD T.**—Mt. Holly, N. J.
Parker, McCay & Criscuolo
117 Main Street
- PARKER, LEO B.**—Kansas City 6, Mo.
Parker & Knipmeyer
900 Waltower Building
- PARKER, OTIS ROBERT, JR.**—Fort Pierce, Fla.
Liddon & Parker
Faber Building
205 South Second Street
- PARNELL, ANDREW W.**—Appleton, Wis.
Benton, Bosser, Becker, Parnell & Fulton
115 North Appleton Street
- PARRY, R. P.**—Twin Falls, Idaho
Parry, Keenan, Robertson & Daly
Fidelity National Bank Bldg., Box 534
- PATTERSON, J. B.**—Wichita 2, Kan.
Hershberger, Patterson & Jones
1301 Union National Bank Building
- PAUSCH, FRED E.**—Baltimore 3, Md.
Manager, Bonding Claim Dept.,
Maryland Casualty Company
701 West 40th Street
- PEACE, WILLIAM H.**—Philadelphia 10, Pa.
White, Williams & Scott
1900 Land Title Building
- PEARCE, THEODORE S.**—Miami Beach, Fla.
420 Lincoln Road
- PEEBLES, JAMES MCADEN**—Nashville, Tenn.
Tyne, Peebles, Henry & Tyne
National Building
- PELCRIFT, DELANCEY**—Hartford 6, Conn.
Pelgrift, Dodd, Blumenfeld & Nair
130 Capitol Avenue
- PENDER, WM. C.**—Norfolk 19, Va.
Pender, Coward & Boswell
619 Western Union Building
- PERRY, BENNETT H.**—Henderson, N. C.
Perry & Kittrell
Law Building
- PETRINI, JAMES**—Bakersfield, Calif.
Borton, Petrini & Conron
Professional Building, Box 528
- PFAU, WILLIAM E.**—Youngstown 3, Ohio
710-711 Union National Bank Building
- PHELAN, THOMAS N., K.C.**—Toronto, Ontario, Can.
Phelan, O'Brien & Phelan
Federal Building
- PHILLIPS, THOS. M.**—Houston 2, Texas
Baker, Botts, Andrews & Parrish
1600 Esperson Building
- PICKREL, WILLIAM G.**—Dayton 2, Ohio
Pickrel, Schaeffer & Ebeling
608-625 Gas & Electric Building
- PIERCE, CLAYTON B.**—Oklahoma City 2, Okla.
Pierce, Rucker, Mock, Tabor & Duncan
2401 First National Building
- PIERSON, WELCOME D.**—Oklahoma City 2, Okla.
Pierson & Hentz
1515 First National Building
- PIKE, MILES N.**—Reno, Nev.
Pike, McLaughlin & Furrh
309 1st National Bank Building
- PIRNIE, NELSON R.**—Albany 7, N. Y.
Ainsworth & Sullivan
State Bank Building
- PITTS, J. L.**—Alexandria, La.
Stafford & Pitts
Guaranty Bank Building
- PITTS, WILLIAM MCLEAN**—Selma, Ala.
Pitts & Pitts
1008½ Water Avenue
- PLEDGER, CHARLES E. JR.**—Washington 5, D. C.
Washington Building
15th Street and New York Avenue, N.W.
- POMERENE, WARNER M.**—Coshocton, Ohio
Pomerene & Burns
Coshocton National Bank Building
- POORE, HARRY T.**—Knoxville 02, Tenn.
Poore, Cox, Baker & McAuley
Fidelity Bankers—Trust Building
P. O. Box 1708
- POPPER, JOSEPH W.**—Macon, Ga.
Persons Building
- PORTEOUS, WILLIAM A., JR.**—New Orleans 12, La.
Porteous & Johnson
2008 American Bank Building
- POWELL, ARTHUR G.**—Atlanta 3, Ga.
Powell, Goldstein, Frazer & Murphy
Citizens & Southern National Bank Bldg.
- POWERS, LELAND**—Boston 10, Mass.
Powers & Hall
30 Federal Street
- PRICE, PAUL E.**—Chicago 2, Ill.
McKinley & Price
33 North LaSalle Street
- PRICKETT, WILLIAM**—Wilmington 7, Del.
Prickett, Herrmann and Miller
Equitable Building
- PRIEST, MYRL F.**—St. Paul 4, Minn.
Anchor Casualty Company
2700 University Avenue
- PRINGLE, SAMUEL W.**—Pittsburgh 19, Pa.
Dalzell, McFall, Pringle & Bredin
450 Fourth Avenue
- PROCTOR, CHARLES W.**—Worcester 8, Mass.
Proctor, Killeen & Howard
390 Main Street

PRYOR, THOMAS BRADY, JR.—Fort Smith, Ark.
Pryor, Pryor & Dobbs
Merchants National Bank Building

PUTNAM, CLYDE C., JR.—Des Moines, Iowa
Putnam, Putnam & Putnam
722 Des Moines Building

Q

QUINLIVAN, RAY J.—St. Cloud, Minn.
Atwood & Quinlivan
Western Union Building

R

RALEY, DONALD W.—Canton 2, Ohio
Day, Cope, Ketterer, Raley & Wright
1110 First National Bank Building

RAMEY, T. B., JR.—Tyler, Texas
Ramey, Calhoun, Marsh, Brelsford & Sheehy
Citizens National Bank Building

RAMIREZ, CHARLES E.—Ancon, C. Z.
Van Siclen & Ramirez
6 Tivoli Avenue, P. O. Box 124

RANDALL, JOHN D.—Cedar Rapids, Iowa
906 American Building

RANKIN, JAMES KING—Atlanta, Ga.
Powell, Goldstein, Frazer & Murphy
1130 Citizens & Southern National Bank Bldg.

RAUB, EDWARD B., JR.—Indianapolis 4, Ind.
White, Wright, Raub & Forrey
Room 1503 Merchants Bank Building

RAY, PAUL H.—Salt Lake City 1, Utah
Ray, Quinney & Nebeker
Suite 921, Kerns Building

REAGAN, FRANKLIN E.—St. Louis 1, Mo.
Sievers & Reagan
1515 Paul Brown Building

REAVILL, R. B.—Duluth 2, Minn.
Holmes, Mayall, Reavill & Neimeyer
900 Alworth Building

REDEKER, HARRY S.—Philadelphia 1, Pa.
The Fidelity Mutual Life Ins. Co.
The Parkway at Fairmount Avenue

REDFORD, CARROLL M.—Glasgow, Ky.
Court House

REED, CLYDE—Fort Wayne 2, Ind.
Reed, Cleland, Eggeman & Torborg
1201 Old First Bank Building

REED, FRED O.—Los Angeles, Calif.
Reed & Kirkland
639 South Spring Street

REED, H. M.—Waterloo, Iowa
Reed & Beers
537 Black Building

REED, PETER—Cleveland 13, Ohio
McKeehon, Merrick, Aiter & Stewart
2800 Terminal Tower

REEDER, HERMAN W.—Columbus 16, Ohio
Farm Bureau Mutual Automobile Insurance
Company
246 North High Street

REES, FRED H.—New York, N. Y.
Evans, Rees & Orr
220 Broadway

REEVES, G. L.—Tampa 1, Fla.
Reeves, Allen & Johnson
Box 2111

REID, MAX B.—Blytheville, Ark.
Reid & Roy
Lynch Building

REYNOLDS, FRANCIS V.—Providence 3, R. I.
724 Industrial Trust Building

REYNOLDS, HUGH E.—Indianapolis 4, Ind.
Slaymaker, Locke & Reynolds
750 Consolidated Building

REYNOLDS, SHELDON S.—Cleveland 13, Ohio
McKeehan, Merrick, Arter & Stewart
2800 Terminal Tower

RHODES, CHRIS L.—Tulsa 3, Okla.
Crouch, Rhodes & Crowe
1128 Hunt Building

RHODES, FREDERICK ATLAS—Kansas City 10, Mo.
Central Surety & Insurance Corp.
P. O. Box 207

RICE, J. PERCIVAL—Dallas 1, Texas
24th Floor, Mercantile Bank Building

RICE, ROBERT H.—Elyria, Ohio
Elyria Savings Building

RICH, ERNEST A.—Minneapolis 2, Minn.
826 First National—Soo Line Building

RICHARDSON, CHESTER D.—Kenosha, Wis.
1-2 Dale Building

RICHARDSON, FORREST E.—Portland 3, Maine
Robinson, Richardson & Leddy
85 Exchange Street

RICHARDSON, JOHN E.—Glasgow, Ky.
New Farmers National Bank Building

RIEPE, CARL C.—Burlington, Iowa
Hirsch, Riepe & Wright
506-13 Tama Building

RINGEL, HERBERT A.—Atlanta, Georgia
Smith, Partridge, Field, Doremus & Ringel
509 Grant Building

RIVERS, GEORGE L. BUIST—Charleston, S. C.
Hagood, Rivers & Young
28 Broad Street, Box 903

RIVES, AL G.—Birmingham 3, Ala.
Jackson, Rives & Pettus
818-21 Massey Building

ROBB, M. S.—Minneapolis 2, Minn.
Robb, Robb & Van Eps
940 Builders Exchange

ROBBIE, JOSEPH H., JR.—Mitchell, S. D.
305 Medical Arts Building

- ROBERTS, H. MELVIN**—Cleveland 14, Ohio
Howell, Roberts & Stapleton
1026 Guardian Building
- ROBERTS, KLINE L.**—Columbus 15, Ohio
Knepper, White & Dempsey
22 West Gay St.
- ROBERTS, M. M.**—Hattiesburg, Miss.
Heidelberg & Roberts
Citizens Bank Building
- ROBERTS, MELVIN M.**—Cleveland 14, Ohio
Howell, Roberts & Stapleton
1026 Guardian Building
- ROBERTSON, J. B.**—Kansas City 13, Mo.
Employers Reinsurance Corporation
P. O. Box 2088
- ROBERTSON, LAWRENCE V.**—Tucson, Ariz.
Darnell, Robertson & Holesapple
401 Valley National Building
Box 30
- ROBINETTE, IVAN**—Phoenix, Ariz.
Gust, Rosenfeld, Divelbess, Robinette & Linton
328 Security Building
- ROBINSON, HOWARD L.**—Clarksburg, W. Va.
Robinson & Stump
Union Bank Building
- ROBINSON, MEMORY L.**—Birmingham 3, Ala.
Lange, Simpson, Robinson & Somerville
1029 Frank Nelson Building
- ROBINSON, THOMAS N.**—Benton Harbor, Mich.
403 Fidelity Building
- ROCOP, JAMES E.**—Indianapolis 4, Ind.
Rocap & Rocap
129 East Market Street
- ROCHE, DONALD M.**—Chicago 6, Ill.
Room 1429, 166 West Jackson Blvd.
- RODE, ALFRED**—Seattle 1, Wash.
General Counsel
Northwestern Mutual Fire Assn.
217 Pine Street
- RODEY, PEARCE CODDINGTON**—Albuquerque, N. M.
Rodey, Dickason & Sloan
First National Bank Building
P. O. Box 558
- ROEMER, ERWIN W.**—Chicago 3, Ill.
Gardner, Carton & Douglas
1430 First National Bank Building
33 South Clark Street
- ROGOSKI, ALEXIS J.**—Muskegon, Mich.
Hackley Union National Bank Building
- ROLLINS, H. BEALE**—Baltimore 2, Md.
Rollins, Smalkin, Goudy & Weston
Suite 629, Title Building
- ROMANACH, GUILLERMO DIAZ**—Havana, Cuba
Obispo No. 53, The Trust Company Bldg.
- ROSEWATER, STANLEY M.**—Omaha 2, Neb.
Rosewater, Mecham & Mecham
1028 City National Bank Building
- ROSS, JAMES H.**—Oklahoma City 2, Okla.
Ross & Earnheart
760 First National Bank Building
- ROWE, ROYCE G.**—Chicago 40, Ill.
Lumbermens Mutual Casualty Co.
Mutual Insurance Building
4750 Sheridan Road
- ROYSTER, JOHN H.**—Peoria 2, Ill.
Heyl, Royster & Voelker
809 Central National Bank Building
- RUARK, ROBERT**—Raleigh, N. C.
Ruark & Ruark
Suite 1008, Insurance Building
- RUCKER, TRUMAN B.**—Tulsa 3, Oklahoma
Pierce, Rucker, Mock, Tabor & Duncan
608 Wright Building
- RUDOLPH, HAROLD W.**—New York 7, N. Y.
Secretary & General Counsel
Seaboard Surety Company
75 Maiden Lane—5th Floor
- RUNALS, CLARENCE R.**—Niagara Falls, N. Y.
Franchot, Runals, Cohen, Taylor & Mallam
425-446 Gluck Building
- RUNKLE, CLARENCE B.**—Los Angeles, 14, Calif.
Crider, Runkle & Tilson
650 South Spring Street
- RUST, ADLAI H.**—Bloomington, Ill.
Gen. Counsel, State Farm Mutual Auto Ins. Co.
State Farm Mutual Building
- RUTHERFORD, W. HAROLD**—Chicago 4, Ill.
Hartford Accident & Indemnity Co.
1329 Insurance Exchange
- RYAN, CHARLES F.**—Rutland, Vt.
Ryan, Smith & Carbine
Mead Building
- RYAN, FRANK J.**—Utica, N. Y.
110 Genesee Street
- RYAN, FRANK P.**—Worcester 8, Mass.
Ryan & Harrington
332 Main Street
- RYAN, JAMES M.**—Geneva, N. Y.
435 Exchange Street
- RYAN, LEWIS C.**—Syracuse, N. Y.
Hancock, Dorr, Ryan & Shove
Hills Building
- RYAN, STANLEY M.**—Janesville, Wis.
Dougherty, Ryan, Moss & Wickham
401 Jackman Building
- S**
- SADLER, W. H., JR.**—Birmingham 3, Ala.
Sadler & Sadler
1316 Comer Building
- SALINSKY, BEN E.**—Sheboygan, Wis.
Mohr Building
709 N. 8th Street

- SALMON, CARL S.—Amsterdam, N. Y.
53 East Main Street
- SALMON, DEL B.—Schenectady 5, N. Y.
521 State Street
- SAMPSON, RICHARD HUNT—Los Angeles 14, Calif.
Sampson & Dryden
210 West Seventh Street
- SANFORD, WILLIAM C.—Reno, Nev.
43 North Sierra Street
Box 1249
- SAPP, ARMISTEAD W.—Greensboro, N. C.
Smith, Wharton, Sapp & Moore
Suite 700, Jefferson Standard Building
- SARGENT, A. H.—Cedar Rapids, Iowa
Sargent, Spangler & Hines
Merchants National Bank Building
- SAVAGE, LEONARD H.—Oklahoma City 2, Okla.
Savage, Gibson, Benefield & Hart
2701 APCO Tower
- SAWYER, HERBERT S.—Miami 8, Fla.
Evans, Mershon, Sawyer, Johnston & Simmons
First National Bank Building
Box 1390
- SCALLEN, RAYMOND A.—Minneapolis 2, Minn.
Faegre & Benson
1260 Northwestern Bank Building
- SCHAHT, WILLIAM C.—Rochester, Minn.
Schacht & Schacht
100 First Avenue Building
- SCHELL, WALTER O.—Los Angeles 14, Calif.
Schell & Delamer
215 W. Seventh Street
- SCHISLER, J. HARRY—Baltimore 3, Md.
Vice President and General Attorney
Fidelity & Deposit Company of Maryland
and American Bonding Co. of Baltimore
609 Fidelity Building
- SCHLIFF, ALBERT C.—Springfield, Ill.
Brown, Hay & Stephens
714 First National Bank Building
- SCHLOTTHAUER, GEORGE McD.—Madison 3, Wis.
Grelle & Schlotthauer
105 Monona Avenue
- SCHMIDT, GEORGE L.—Houston 2, Texas
Kemper, Wilson & Schmidt
317 Shell Building
- SCHNEIDER, PHILIP J.—Cincinnati 2, Ohio
Waite, Schindel & Bayless
1318 Union Central Life Building
- SCHOBINGER, WILLIAM—New York 3, N. Y.
London Guarantee & Acc. Co.
55 Fifth Avenue
- SCHROEDER, H. J.—Stevens Point, Wis.
Hardware Mutual Casualty Company
- SCHULTZ, PETER A.—Buffalo, N. Y.
Steele & Schultz
1054-60 Ellicott Square
- SCHWARTZ, WILBUR C.—St. Louis 1, Mo.
722 Chestnut Street
- SCOTT, JOHN W.—Joplin, Mo.
Scott, Scott & Blair
Suite 512-516, Joplin National Bank Bldg.
- SCOTT, PAUL R.—Miami 6, Fla.
Loftin, Anderson, Scott, McCarthy & Preston
Ingraham Building, Box 1069
- SCROGGIE, LEE J.—Detroit 26, Mich.
Lacey, Scroggie, Lacey & Buchanan
Dime Building
- SCULLY, RAYMOND J.—New York 7, N. Y.
Travelers Insurance Company
80 John Street
- SEARL, WILLIAM C.—Lansing, Mich.
Secretary and General Counsel,
Auto-Owners Insurance Company
615 North Capitol Avenue, Box 660
- SEARS, BARNABAS F.—Aurora, Ill.
Sears & Streit
Old Second National Bank Building
- SEARS, BURTON P.—Evanston, Ill.
Associate General Counsel
Washington National Insurance Co.
610 Church Street
- SEBASTIAN, ARTHUR M.—Columbus 15, Ohio
Benoy & Sebastian
50 W. Broad Street
- SEDGWICK, WALLACE E.—San Francisco, Cal.
Keith, Creede & Sedgwick
1217 Mills Tower
220 Bush Street
- SEILER, ROBERT E.—Joplin, Mo.
Seiler, Blanchard & VanFleet
Joplin National Bank Building
- SELLERS, CHARLES W.—Cleveland 14, Ohio
Thompson, Hine & Flory
Guardian Building
- SEMPLE, HAROLD R.—Providence 3, R. I.
208 Turks Head Building
- SESSIONS, CICERO—New Orleans 12, La.
Montgomery, Fenner & Brown
1105 Maritime Building
- SEWELL, BEN G.—Houston 2, Texas
McGregor & Sewell
905 Second National Bank Building
- SEXTON, JOHN J.—St. Paul 1, Minn.
Sexton & Kennedy
534 Minnesota Building
- SHACKELFORD, GEO. S., JR.—Roanoke 3, Va.
Hazelgrove, Shackelford & Carr
1109 Colonial-National Bank Bldg., Box 565
- SHACKLEFORD, R. W.—Tampa 2, Fla.
Shackford, Farrior, Shannon & Stallings
700 Tampa Theatre Building
- SHAFFER, HERBERT—Cincinnati 2, Ohio
Waite, Schindel & Bayless
1318 Union Central Life Building

- SHANDS, DUGAS**—Cleveland, Miss.
Shands & Jacobs
Drawer 350
- SHANNON, GEORGE T.**—Tampa 2, Fla.
Shackleford, Farrior, Shannon & Stallings
700 Tampa Theatre Building
- SHAPIRO, JOSEPH G.**—Bridgeport 3, Conn.
Shapiro & Daly
945 Main Street
- SHAYLOR, CLYDE L.**—Ashtabula, Ohio
National Bank Building
- SHEEHY, JOE W.**—Tyler, Texas
Ramey, Calhoun, Marsh, Breisford & Sheehy
2nd Floor, Citizens National Bank Building
P. O. Box 629
- SHEPPARD, JAMES C.**—Los Angeles 13, Calif.
Sheppard, Mullin, Richter & Balthis
458 South Spring Street
- SHERAN, ROBERT J.**—Mankato, Minn.
Gallagher, Farrish & Sheran
209-211 National Citizens Bank Building
- SHEREFF, JAY**—New York, N. Y.
325 East 79th Street
- SHERIDAN, BERNARD L.**—Paola, Kan.
Sheridan, Bishop & Sullivant
Whitaker Building
- SHERWOOD, HERBERT M.**—Providence 3, R. I.
Sherwood & Clifford
1003 Turks Head Building
- SHIELDS, DAN B.**—Salt Lake City 1, Utah
419 Judge Building
- SHIPMAN, F. L.**—Troy, Ohio
Shipman & Shipman
12 South Plum Street
- SHOHL, WALTER M.**—Cincinnati 2, Ohio
Dinsmore, Shohl, Sawyer & Dinsmore
1218-1225 Union Central Building
- SHORT, CHARLES F., JR.**—Chicago 2, Ill.
Brundage & Short
111 W. Washington St.
- SHUGHART, HENRY M.**—Kansas City, Mo.
Commerce Building
- SHULL, DELOSS P.**—Sioux City 9, Iowa
Shull & Marshall
1109 Badgerow Building
- SHUMATE, WILLIAM L.**—New York 7, N. Y.
Zurich General Accident and Liability Insurance Company, Ltd.
80 John Street
- SHUTTLEWORTH, V. C.**—Cedar Rapids, Iowa
Elliott, Shuttleworth & Ingersoll
1120 Merchants National Bank Building
- SIMPSON, JAMES A.**—Birmingham 3, Ala.
Lange, Simpson, Robinson & Somerville
1029 Frank Nelson Building
- SINNETT, THOMAS P.**—Rock Island, Ill.
Sinnett & Britton
State Bank Building
- SKEEN, J. H.**—Baltimore 2, Md.
Frank, Skeen & Oppenheimer
1508 First National Bank Building
- SKUTT, V. J.**—Omaha, Nebraska
Home Office Counsel
Mutual Benefit Health & Accident Association
3316 Farnam Street
- SLATON, JOHN M.**—Atlanta 3, Ga.
Suite 1009, The 22 Marietta Street Building
- SLAVEN, LANT R.**—Williamson, W. Va.
National Bank of Commerce Bldg.
- SMALLWOOD, JOHN M.**—Russellville, Ark.
Bank of Russellville Building
- SMALLWOOD, ROBERT L. JR.**—Oxford, Miss.
- SMITH, C. DOUGLAS**—Santa Barbara, Calif.
Griffith & Thornburg
7 West Figueroa Street
- SMITH, CHARLES F.**—Wausau, Wis.
Smith, Okoneski, Puchner & Tinkham
Thorp Finance Building
427 Fourth Street
- SMITH, CHASE M.**—Chicago 40, Ill.
Smith, Rowe, Howe, Hurley & Bloom
Mutual Insurance Building
4750 Sheridan Road
- SMITH, CLATER W.**—Baltimore 2, Md.
Clarke, Thomsen & Smith
Baltimore Trust Building
- SMITH, CULVER**—West Palm Beach, Florida
Earnest, Lewis & Smith
708 Guaranty Building
- SMITH, E. B.**—Boise, Idaho
Idaho Building
- SMITH, FORREST S.**—Jersey City 2, N. J.
Smith, James & Matthias
1 Exchange Place
- SMITH, FORREST S.**—Richmond, Virginia
American Fidelity & Casualty Company
409 Insurance Building
- SMITH, H. L.**—Tulsa 3, Okla.
Smith & Rogers
614-618 Oil Capital Building
- SMITH, JAMES T.**—Midland, Texas
Whitaker, Turpin, Kerr, Smith & Brooks
Box 913, First National Bank Building
- SMITH, JULIUS C.**—Greensboro, N. C.
Gen. Counsel, Jefferson Standard Life Ins. Co.
Smith, Wharton & Jordan
Jefferson Standard Building
- SMITH, P. EUGENE**—Dayton 2, Ohio
Marshall, Harlan & Smith
820 Reibold Building
- SMITH, ROGER H.**—Toledo 4, Ohio
Effler, Eastman, Stichter & Smith
902 Home Bank Building
- SMITH, SYLVESTER C., JR.**—Newark 1, N. J.
General Attorney, The Prudential
Insurance Company of America
18 Bank Street

- SMITH, WILLIAM P.**—Chicago 4, Ill.
Continental Casualty Co.
310 South Michigan Ave.
- SMITH, WILLIS**—Raleigh, N. C.
Smith, Leach & Anderson
Security Bank Building
- SMITHSON, SPURGEON L.**—Kansas City 6, Mo.
Smithson & Stubbs
724 Rialto Building
- SNATTINGER, IRWIN**—Topeka, Kan.
National Bank of Topeka Building
- SNODGRASS, PHILIP N.**—Madison 3, Wis.
General Casualty Company
117 East Wilson Street
- SNOW, C. B.**—Jackson, Miss.
Butler & Snow
1301 Deposit Guaranty Bank Building
- SNOW, EDWARD L.**—Meridian, Miss.
Snow & Covington
Threefoot Building, P. O. Box 786
- SNOW, GORDON H.**—Los Angeles 14, Calif.
Pacific Indemnity Co.
621 South Hope Street
- SNYDER, GERALD C.**—Waukegan, Ill.
Snyder & Clarke
210 Washington Street
- SNYDER, HENRY L.**—Allentown, Pa.
Snyder, Wert & Wilcox
Suite 619 Commonwealth Bldg.
510 Hamilton Street
- SPAIN, FRANK E.**—Birmingham 3, Ala.
Spain, Gillon, Grooms & Young
408 First National Building
- SPELLMAN, FRED B. H.**—Alva, Okla.
Mauntel & Spellman
Box No. 299
- SPENCE, GEORGE M.**—Johnstown, Pa.
Spence, Custer, Saylor & Wolfe
906 Johnstown Bank & Trust Building
- SPRAY, JOSEPH A.**—Los Angeles 14, Calif.
Spray, Gould & Bowers
341 Roosevelt Building
727 W. 7th Street
- SPRINKLE, PAUL C.**—Kansas City 6, Mo.
Sprinkle & Knowles
515 Lathrop Building
- SPROWLS, JOHN S.**—Superior, Wisconsin
Powell & Sprowls
First National Bank Building
- ST. CLAIR, ASHLEY**—Boston 17, Mass.
Liberty Mutual Insurance Company
175 Berkeley Street
- STANLEY, ARTHUR J., JR.**—Kansas City 10, Kan.
Stanley, Stanley, Schroeder,
Weeks & Thomas
1106 Huron Building
- STANLEY, W. E.**—Wichita 2, Kan.
Depew, Stanley, Weigand, Hook & Curfman
850 First National Bank Building
- STANT, DONALD T.**—Bristol, Va.-Tenn.
Stant & Roberts
Reynolds Arcade Building
- STARRETT, HOWARD H.**—Buffalo 2, N. Y.
Adams, Smith, Brown & Starrett
705 Walbridge Building
- STATHERS, WILLIAM G.**—Clarksburg, W. Va.
Stathers & Cantrall
Goff Building
- STECHER, JOSEPH D.**—Toledo 4, Ohio
Yager, Bebout & Stecher
603 Toledo Trust Building
- STEER, GEORGE H., K. C.**—Edmonton, Alberta,
Canada
Milner, Steer, Dyde, Poirier, Martland &
Layton
2nd Floor, Royal Bank Chambers
- STEPHENS, OSCAR A.**—Youngstown 3, Ohio
Stephens & Young
1102 Mahoning Bank Building
- STERRY, PHILIP C.**—Los Angeles 14, Cal.
Gibson, Dunn & Crutcher
634 South Spring Street
- STEVENS, JOHN MORGAN**—Jackson 107, Miss.
Stevens & Canada
Standard Life Building, P. O. Box 906
- STEWART, DON W.**—Lincoln 8, Neb.
Stewart & Stewart
1412 Sharp Building
- STEWART, EDGAR A.**—Selma, Ala.
Pettus, Fuller, Reeves & Stewart
P. O. Box 475
Selma National Bank Building
- STEWART, JOHN W.**—Lincoln, Neb.
Stewart & Stewart
1412 Sharp Building
- STEWART, JOSEPH R.**—Kansas City 10, Mo.
Associate General Counsel
Kansas City Life Insurance Co.
3520 Broadway
- STICHTER, WAYNE E.**—Toledo 4, Ohio
Effler, Eastman, Stichter & Smith
9th Floor, Home Bank Building
- STICKEL, FRED G., JR.**—Newark 2, N. J.
Stickel & Stickel
Raymond Commerce Building
- STILES, HARRY FARRAR, JR.**—New Orleans 12, La.
Deutsch, Kerrigan & Stiles
1700 Hibernia Building
- STINER, L. R.**—Hastings, Nebr.
Stiner, Boslaugh & Stiner
Clarke Building
- STOCKWELL, OLIVER P.**—Lake Charles, Louisiana
Plauche & Stockwell
Calcasieu Building & Loan Bldg.

- STONE, AYTMONDE P., JR.**—Springfield, Mo.
Stone & Smith
Woodruff Building
- STOREY, DOUGLASS D.**—Harrisburg, Pa.
Storey & Bailey
16 North Market Square
- STOUDT, JAMES W.**—Reading, Pa.
Body, Muth, Rhoda & Stoudt
541 Court Street
- STOVER, WALTER**—Watertown, S. D.
First Citizens National Bank Building
- STRASBURGER, HENRY W.**—Dallas 1, Texas
Strasburger, Price, Holland, Kelton & Miller
Gulf States Building
- STRATTON, HUBERT C.**—Syracuse 2, N. Y.
Bond, Schoenck & King
1400 State Tower Building
- STRITE, EDWIN D.**—Chambersburg, Pa.
306 Chambersburg Trust Company Bldg.
- STUBBS, TOM J.**—Kansas City 6, Mo.
Stubbs, McKenzie & Williams
724 Rialto Building
- SULLIVAN, BRUCE R.**—Albany 7, New York
Ainsworth & Sullivan
75 State Street
- SULLIVAN, CHARLES B.**—Albany 7, N. Y.
Ainsworth & Sullivan
75 State Street
- SULLIVAN, GEORGE S.**—Syracuse 2, N. Y.
MacKenzie, Smith & Mitchell
821 O. C. S. B. Building
- SUTHERLAND, ROBERT J.**—Madison 3, Wis.
Schubring, Ryan, Peterson & Sutherland
The Power & Light Building
- SWAINSON, CLARENCE A.**—Cheyenne, Wyo.
500 Hynds Building
- SWANSON, ALVIN W.**—Minneapolis 2, Minn.
Durham & Swanson
1440 Northwestern Bank Building
- SWANSTROM, GERALD M.**—Milwaukee 2, Wis.
The Northwestern Mutual Life Ins. Co.
720 East Wisconsin Avenue
- SWARTZ, C. DONALD**—Philadelphia 7, Pa.
Swartz, Campbell & Henry
1724 Lincoln-Liberty Building
- SWEET, WILLIAM P.**—Kansas City, Mo.
916 Walnut St. Bldg., 3rd Floor
- SWEITZER, J. MEARL**—Wausau, Wis.
Gen. Counsel, Employers Mut. Liab. Ins. Co.
407 Grant Street
- SWISHER, B. F.**—Waterloo, Iowa
Swisher, Cohrt & Swisher
502 Waterloo Building
- SYMONS, NOEL S.**—Buffalo 2, N. Y.
Rann, Brown, Sturtevant & Kelly
440 M. & T. Building
- T**
- TAYLOR, EDWARD I.**—Hartford 15, Conn.
The Century Indemnity Co.
670 Main Street
- TAYLOR, LOWELL**—Memphis 3, Tenn.
Taylor & Quick
Commerce Title Building
- TEMPLE, JOHN JAY**—Detroit 26, Mich.
Temple, Brown, Temple & Williams
1749 Penobscot Building
- TEN EYCK, BARENT**—New York 5, N. Y.
Hatch, Wolfe, Nash & Ten Eyck
60 Wall Street
- TERWILLIGER, HERBERT**—Wausau, Wisc.
Genrich & Terwilliger
Security Building
403 Fourth Street
- THOMAS, ADELBERT W.**—Cleveland 15, Ohio
1220 B. F. Keith Building
- THOMAS, EARL TILMAN**—Jackson 102, Miss.
Wells, Wells, Newman & Thomas
900 Lamar Life Building
- THOMAS, ULYSSES S.**—Buffalo 2, N. Y.
Thomas & Lesher
719 White Building
- THOMPSON, GROVER C.**—Lexington 3, Ky.
First National Bank & Trust Co. Bldg.
- THOMPSON, WILL C.**—Dallas 1, Texas
Thompson, Knight, Wright, Weisberg & Simmons
Republic Bank Building
- THOMSEN, ROSZEL C.**—Baltimore 2, Md.
Clark, Thomsen & Smith
Baltimore Trust Building
- THORNBURY, P. L.**—Columbus 16, Ohio
Farm Bureau Mutual Auto Ins. Co.
246 North High Street
- THUMA, MICHAEL J.**—Chicago 3, Ill.
Vogel & Bunge
105 South LaSalle Street
- THURMAN, HAL C.**—Dallas 9, Texas
Branniff Airways, Love Field
- THURMAN, SAM D.**—Salt Lake City 1, Utah
Skeen, Thurman & Worsley
1501 Walker Bank Building
- TINKHAM, RICHARD P.**—Hammond, Ind.
Tinkham & Tinkham
708 Calumet Building
- TOEBAAS, OSCAR T.**—Madison 3, Wis.
Wilkie, Toebaas, Hart, Kraege & Jackman
111 South Hamilton Street

April, 1950

INSURANCE COUNSEL JOURNAL

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TOLBERT, RAYMOND A.—Oklahoma City 2, Okla.
Embry, Johnson, Crowe, Tolbert & Shelton
640 First National Building

TOLER, JOHN L.—New Orleans 12, La.
Chaffee, McCall, Bruns, Toler & Phillips
724 Whitney Building

TOMPKINS, OSCAR L.—Dothan, Ala.
Newberry Building

TOOHY, CLIFFORD M.—Detroit 26, Mich.
Toohy & Hoffeins
Dime Building

TOPPING, PRICE H.—New York 3, N. Y.
Associate General Counsel
Guardian Life Ins. Co. of America
50 Union Square

TOUCHSTONE, LUCIAN—Dallas 1, Texas
1108 Magnolia Building

TOUCHSTONE, O. O.—Dallas 1, Texas
1108 Magnolia Building

TOWERS, C. D.—Jacksonville 2, Fla.
Rogers, Towers & Bailey
508 Consolidated Building

TOWNSEND, MARK, JR.—Jersey City 6, N. J.
Townsend & Doyle
921 Bergen Avenue

TRAVIS, CECIL F.—Jackson 107, Miss.
Lotterhos, Travis & Dunn
1019 Standard Life Building

TRAYNOR, MACK V.—Devils Lake, N. D.
Traynor & Traynor
8-9-10-11 Mann Building

TRESSLER, DAVID L.—Chicago 6, Ill.
Moore, Tressler & Power
309 West Jackson Boulevard

TRIPPLETT, ARTHUR FAIRFAX—Pine Bluff, Ark.
615 National Building

TRIPPE, ALVIN C.—Kansas City 6, Mo.
Hogsett, Trippé, Depping, Houts & James
2900 Fidelity Building

TSCHUDI, HAROLD—Baltimore 2, Md.
Semmes, Bowen & Semmes
Baltimore Trust Building
10 Light Street

TUBB, THOMAS JEFFERSON—West Point, Miss.
18 Court Street

TUCKER, JOHN GRAHAM—Beaumont, Texas
Orgain, Bell & Tucker
First Federal Savings Bldg.

TUCKER, R. C.—Kansas City 6, Mo.
Tucker, Murphy, Wilson & Siddons
831 Scarritt Building

TUCKER, WARREN C.—Utica, N. Y.
Tucker & Bisselle
P. O. Drawer 530

TURNER, MARK N.—Buffalo 2, N. Y.
Brown, Kelly, Turner & Symons
440 M. & T. Building

TURPIN, ROBERT M.—Midland, Texas
Whitaker, Turpin, Kerr, Smith & Brooks
First National Bank Building
P. O. Box 913

TYLER, MORRIS—New Haven 9, Conn.
Gumbart, Corbin, Tyler & Cooper
205 Church Street

U

UGHETTA, CASPER B.—New York 7, N. Y.
90 John Street

ULRICH, LESLIE R.—Cleveland 14, Ohio
Garfield, Baldwin, Jamison, Hope & Ulrich
1425 Guardian Building

UPSON, J. WARREN—Waterbury 89, Conn.
Bronson, Lewis, Upson & Secor
111 W. Main Street

UZZELL, T. A., JR.—Asheville 2, N. C.
Johnson & Uzzell
P. O. Box 7526, Court House Station

V

VANALSBURG, DONALD J.—Detroit 26, Mich.
Detroit Automobile Inter-Ins. Exchange
400 United Artists Building

VAN CLEAVE, THOMAS M.—Kansas City 12, Kan.
McAnany, Van Cleave & Phillips
604 Commercial National Bank Building

VANDUZER, ASHLEY M.—Cleveland 13, Ohio
McKeehan, Merrick, Arter & Stewart
Terminal Tower

VAN DYKE, JAMES W.—Paris, Tenn.
Van Dyke & Dunlap
Commercial Bank Building

VAN FLEET, HERBERT—Joplin, Mo.
Seiler, Blanchard & Van Fleet
Joplin National Bank Building

VAN ORMAN, FRANCIS—Newark 2, N. J.
V.-P. & G. C., Bankers Indemnity Ins. Co.
15 Washington Street
Box 247

VAN ORMAN, WAYNE—New York 5, N. Y.
Van Orman & Harmon
55 Liberty Street

VARNUM, LAURENT K.—Grand Rapids 2, Mich.
Varnum, Riddering, Wierengo & Christenson
1000 Michigan Trust Building

VIERING, RUSSELL W.—Hartford, Conn.
30 Trinity Street

VISER, MORTIMER—Louisville, Ky.
Davis, Boehl, Viser & Marcus
Kentucky Home Life Building

VOGEL, LESLIE H.—Chicago 3, Ill.
Vogel & Bunge
105 South LaSalle Street

- VOGEL, ROBERT C.**—Chicago 3, Ill.
Vogel & Bunge
105 South LaSalle Street
- VOGELGESANG, GLENN W.**—Canton 2, Ohio
Burt, Carson, Lynch & Vogelgesang
600 First National Bank Building
- W**
- WAECHTER, ARTHUR J., JR.**—New Orleans 12, La.
Jones, Flanders, Waechter & Walker
842 Canal Building
- WAGNER, RICHARD C.**—New York 7, N. Y.
Association of Casualty & Surety Executives
60 John Street
- WAKEFIELD, CLAUDE E.**—Seattle 4, Wash.
Bogle, Bogle & Gates
6th Floor, Central Building
- WALBURG, HARRY E.**—Newark 2, N. J.
Cox and Walburg
Raymond-Commerce Building
11 Commerce Street
- WALKER, HENRY B.**—Evansville 16, Ind.
Walker & Walker
406 Old National Bank Building
- WALKER, HENRY B., JR.**—Evansville 16, Ind.
Walker & Walker
406 Old National Bank Building
- WALKER, HOWARD C.**—Akron 8, Ohio
Walker & Alpeter
1003 Second National Building
- WALKER, WM. M.**—Rock Island, Ill.
Connelly & Walker
First National Bank Building
- WALLER, T. S.**—Paducah, Ky.
Waller, Threlkeld & Whitlow
501-06 Citizens Savings Bank Bldg.
- WALTON, MILLER**—Miami 32, Fla.
Walton, Hubbard, Schroeder, Lantaff & Atkins
913 Alfred I. Du Pont Building
- WALTZ, HAROLD ADDISON**—Akron 8, Ohio
Waltz & Olds
912-3-4 Second National Building
- WARD, D. L.**—New Bern, N. C.
Dunn Building
- WARDLE, FREDERICK C.**—Detroit 26, Mich.
Claims Attorney,
American Associated Insurance Companies
1521 National Bank Building
- WARE, OWEN WALLER**—Baton Rouge, La.
Albritton, Ware, Litton & West
610 Roumain Building
- WARNER, C. E.**—Minneapolis 2, Minn.
928 First National-Soo Line Building
- WARNER, C. F.**—Kansas City, Mo.
c/o Heart of America Agency
1336 Walnut Street
- WARNER, MILO J.**—Toledo 4, Ohio
Doyle, Lewis & Warner
1633 Nicholas Building
- WARREN, THEODORE E.**—Ashtabula, Ohio
Peoples Building & Loan Building
- WASSELL, THOMAS W.**—Dallas 1, Texas
Texas Employers' Insurance Association
421 Interurban Building, P. O. Box 2759
- WATKINS, FERRE C.**—Chicago 3, Ill.
135 South LaSalle Street
- WATKINS, THOMAS G.**—Nashville 3, Tenn.
Watkins, Moore & Crownover
Suite 725, Stahlman Building
- WATKINS, THOMAS H.**—Jackson 105, Miss.
Watkins & Eager
1001 Standard Life Building
- WATKINS, WILLIAM H.**—Jackson 105, Miss.
Watkins & Eager
1001 Standard Life Building
- WATROUS, CHARLES A.**—New Haven 7, Conn.
P. O. Box 1656
- WATTERS, THOMAS, JR.**—New York 7, N. Y.
Watters, Cowen & Baldridge
116 John Street
- WATTS, OLIN E.**—Jacksonville 2, Fla.
Jennings, Watts, Clarke & Hamilton
814 Barnett National Bank Building
- WAY, ALEXANDER B., JR.**—Boston 9, Mass.
Cryan & Way
33 Broad Street
- WEBB, D. C.**—Knoxville 08, Tenn.
Green, Webb & McCampbell
800 Burwell Building
- WEBB, ROBERT L.**—Topeka, Kan.
McClure, Webb & Oman
708 National Bank of Topeka Building
- WEBER, JOHN A.**—Medina, Ohio
- WEBSTER, LUTHER IRA**—Rochester 4, N. Y.
Webster, Lamb & Webster
714 Union Trust Building
- WEECH, C. SEWELL**—Baltimore 3, Md.
Attorney and Vice President,
New Amsterdam Casualty Company
227 St. Paul Street
- WEEKS, THOMAS N.**—Waterville, Maine
Perkins, Weeks & Hutchins
Depositors Trust Building
- WEH, ROBERT M.**—Cleveland 13, Ohio
Burgess, Fulton & Fullmer
1250 Terminal Tower
- WEICHELT, GEORGE M.**—Hot Springs, Ark.
Arkansas National Bank Building
- WEIGAND, LAWRENCE**—Wichita 2, Kan.
Depew, Stanley, Weigand, Hook & Curfman
Suite 830, First National Bank Building

- WELCH, W. S.—Laurel, Miss.
Welch, Cooper & Welch
First National Bank Bldg., Box 817
- WELLS, MAXWELL W.—Orlando, Fla.
Maguire, Voorhis & Wells
P. O. Box 633
- WELLS, W. CALVIN, III—Jackson 102, Miss.
Wells, Wells, Newman & Thomas
Lamar Life Building
- WERNER, VICTOR DAVIS—New York 6, N. Y.
Suite 1103-19 Rector Street
- WESLEY, GEORGE B.—New York 3, N. Y.
Phoenix-London Group
55 Fifth Avenue
- WESTON, S. BURNS—Cleveland 13, Ohio
McConnell, Blackmore, Cory & Burke
1208 Terminal Tower
- WHALEY, THOMAS B.—Columbia 7, S. C.
Wise, Whaley & McCutchen
700-1-2 Liberty Life Building
- WHALEY, VILAS H.—Racine, Wis.
408-411 Badger Building
- WHITAKER, R. A.—Kinston, N. C.
Whitaker & Jeffress
First-Citizens Bank Building
Box 281
- WHITE, ANDREW J., JR.—Columbus 15, Ohio
Knepper, White & Dempsey
22 West Gay Street
- WHITE, HARVEY E.—Norfolk 10, Va.
White, Ryan & Holland
Citizens Bank Building
- WHITE, JACOB S.—Indianapolis 4, Ind.
White, Wright, Raub & Forrey
1510 Merchants Bank Building
- WHITE, LOWELL—Denver 2, Colo.
550 Equitable Building
- WHITE, MORRIS E.—Tampa 2, Fla.
Fowler, White, Gillen, Yancey & Humkey
Citizens Building
- WHITE, THOMAS E.—New York 61, N. Y.
Fidelity & Deposit Co. of Maryland
140 William Street
- WHITE, THOMAS RAEBURN, JR.—Philadelphia 10, Pa.
White & Williams
1900 Land Title Building
- WHITE, W. H.—Gulfport, Miss.
White & Morse
Abstract Building
- WHITEHOUSE, BROOKS—Portland, Maine
Verrill, Dana, Walker, Philbrick & Whitehouse
First National Bank Building
- WHITFIELD, ALLEN—Des Moines 9, Iowa
Whitfield, Musgrave, Selvy & Fillmore
616 Insurance Exchange Building
- WHITING, CHARLES H.—Rapid City, S. D.
Whiting, Wilson & Lynn
Room 207, Rapid City National Bank Bldg.
- WICKER, JOHN J., JR.—Richmond 21, Va.
501 Mutual Building
- WICKERSHAM, F. BREWSTER—Harrisburg, Pa.
Metzger & Wickersham
501 Keystone Bldg., 22 S. 3rd Street
- WICKHAM, ARTHUR—Milwaukee 2, Wis.
Quarles, Spence & Quarles
828 North Broadway
- WICKHAM, WILLIAM A.—Detroit 32, Mich.
Standard Accident Insurance Company
640 Temple Avenue
- WILBERT, PAUL L.—Pittsburg, Kansas
Keller, Burnett & Wilbert
204 National Bank Building
- WILBOURN, JAMES COX—Meridian, Miss.
Wilbourn & Wilbourn
Citizens National Bank Building
- WILBOURN, R. E.—Meridian, Miss.
Wilbourn & Wilbourn
Citizens National Bank Building
- WILCOX, MARSHALL E.—Columbus 8, Ohio
General Counsel, State Auto Mutual Ins. Co.
518 East Broad Street
- WILES, ARTHUR W.—Columbus 15, Ohio
Wiles & Doucher
Huntington Bank Building
- WILEY, JOHN F.—Washington, Pa.
Marriner & Wiley
Washington Trust Building
- WILLARD, RALPH H.—Boston 9, Mass.
Willard, Petersen, Goodspeed & Cameron
100 Milk Street
- WILLIAMS, CLAUDE—Dallas 1, Texas
Robertson, Jackson, Payne, Lancaster & Walker
505 Republic Bank Building
- WILLIAMS, HAROLD L.—Medina, Ohio
Public Square
- WILLIAMS, IRA J.—Philadelphia 10, Pa.
White & Williams
1930 Land Title Building
- WILLIAMS, LEIGH D.—Norfolk 10, Va.
Williams, Cocke & Tunstall
322 Citizens Bank Building
- WILLIAMS, MARVIN, JR.—Birmingham 3, Ala.
Davies & Williams
508-13 Watts Building
- WILLIAMS, REGINALD L.—Miami 32, Fla.
Dixon, DeJarnette & Bradford
908 First National Bank Building
- WILLIAMS, ROBERT RANSOM—Asheville, N. C.
Williams & Williams
503 Jackson Building

WILLIAMS, ROBERT R., JR.—Asheville, N. C.
Williams & Williams
503 Jackson Building

WILLSON, GEORGE C.—St. Louis 2, Mo.
Willson, Cunningham & McClellan
1930 Boatmen's Bank Building

WILMER, G. W. A.—Middletown, Ohio
Savings & Loan Building

WINDOLPH, F. LYMAN—Lancaster, Pa.
121 East King Street

WINGER, MAURICE H.—Kansas City 6, Mo.
Winger, Barker & Winger
1100 Waltower Building

WINKLER, JOHN H.—Columbus 16, Ohio
Farm Bureau Mutual Auto Ins. Co.
246 N. High Street

WINSLOW, FRANCIS E.—Rocky Mount, N. C.
Battle, Winslow & Merrell
Box 269

WINSOR, CARL I.—Wichita 2, Kan.
Winsor & Bond
602 Schweiter Building

WISE, CHESTER G.—Akron 8, Ohio
Wise, Roetzel, Maxon, Kelly & Andress
1110 First-Central Tower

WISECARVER, R. P.—San Francisco 4, Calif.
315 Montgomery Street

WITHERSPOON, GIBSON B.—Meridian, Miss.
716-720 Threefoot Building

WOOD, A. C.—Houston 2, Texas
Wood, Gresham, McCorquodale & Martin
1801 Commerce Building

WOOD, BORDEN—Portland 5, Ore.
King, Wood, Miller & Anderson
926 American Bank Building

WOOD, EDWARD L.—Denver 2, Colo.
Wood & Ris
200 Equitable Building

WOODIN, GLENN W.—Dunkirk, N. Y.
Woodin & Woodin
Lester Building

WOODS, M. T.—Sioux Falls, S. D.
Bailey, Voorhees, Woods & Fuller
200 Bailey-Glidden Building

WOODWARD, ERNEST—Louisville 2, Ky.
Woodward, Hobson & Fulton
1805-26 Kentucky Home Life Building

WOODWARD, FIELDEN—Louisville 2, Ky.
Woodward, Hobson & Fulton
1805-26 Kentucky Home Life Building

WOOLSEY, CLARENCE O.—Springfield, Mo.
Allen & Woolsey
Box 1212
S. S. Station

WRIGHT, CLIVE L.—Jamestown, N. Y.
Jamestown Mutual Insurance Co.
Fenton Building

WRIGHT, CLYDE H.—Canton 2, Ohio
Day, Cope, Ketterer, Raley & Wright
1110 First National Bank Building

WRIGHT, EDWARD L.—Little Rock, Ark.
Wright, Harrison, Lindsey & Upton
1025 Pyramid Building, Box 1260

WRIGHT, ISAAC C.—Wilmington, N. C.
Murchison Building, Box 208

WYMAN, LOUIS ELIOT—Manchester, N. H.
Wyman, Starr, Booth, Wadleigh & Langdell
45 Market Street.

V

YANCEY, BENJAMIN W.—New Orleans 12, La.
Terriberry, Young, Rault & Carroll
Whitney Bank Building

YANCEY, GEORGE W.—Birmingham 3, Ala.
London & Yancey
1007 Massey Building

YANCEY, HERVEY—Tampa 2, Fla.
Fowler, White, Gillen, Yancey & Humkey
1002 Citizens Building

YATES, TOM L.—Chicago 3, Ill.
Seago, Pipin, Bradley and Vetter
135 South LaSalle St.

YEGG, RONALD V.—Denver 2, Colo.
January & Yegg
604 Equitable Building

YONT, LAURENCE DICKSON—Boston 16, Mass.
Yont & Yont
Park Square Building

YOUNG, CLYDE L.—Bismarck, N. D.
Provident Life Building
Lock Drawer 269

YOUNG, FRANK M.—Birmingham 3, Ala.
Spain, Gillon, Grooms & Young
408 First National Building

YOUNG, RAYMOND G.—Omaha 2, Neb.
Young & Williams
624 Omaha National Bank Building

YOUNG, ROBERT F.—Dayton 2, Ohio
Harshman & Young
1201 Third National Bank Building

Z

ZARLENGO, ALBERT E.—Denver 2, Colo.
McComb, Nordmark & Zarlenzo
1020 First National Bank Building

ZUCKER, SAUL J.—Newark 2, N. J.
Kristol & Zucker
744 Broad Street

ZURETT, MELVIN H.—Rochester 4, N. Y.
Brown & Zurett
920 Reynolds Arcade Building

April, 1950

Anniston

Birmingham

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Geographical Membership List

ALABAMA

Anniston
Merrill, Hugh D., Jr.

Birmingham
Blakey, James C.
Bouldin, Walter
Cabaniss, Jelks H.
Clark, James E.
Davies, Frank W.
Dunn, Evans
Grooms, Hobart
Jackson, J. Kirkman
Martin, William Logan
Mead, J. S.
Mudd, J. P.
Rives, Al G.
Robinson, Memory L.
Sadler, W. H., Jr.
Simpson, James A.
Spain, Frank E.
Williams, Marvin, Jr.
Yancey, George W.
Young, Frank M.

Dothan
Buntin, T. E.
Tompkins, Oscar L.

Gadsden
Dortch, William B.
Lusk, John A., Jr.
Martin, Frank J.

Mobile
Adams, Robert F.
Armbrecht, William H., Jr.

Montgomery
Baker, Sam Rice
Ball, Charles A.
Ball, Fred S., Jr.
Crenshaw, Files
Crenshaw, Jack
Garrett, James W.
Meader, Henry C.

Opelika
Denson, N. D.

Selma
Pitts, William McLean
Stewart, Edgar A.

Tuscaloosa
Jones, DeVane King
Madison, J. G.

ARIZONA

Phoenix
Linton, Walter
McKesson, Theodore G.
Robinette, Ivan

Tucson
Robertson, Lawrence V.

ARKANSAS

Blytheville
Reid, Max B.

Fort Smith
Pryor, Thomas Brady, Jr.

Hot Springs
Weichelt, George M.

Jonesboro
Barrett, Joe C.

Little Rock
Barber, A. L.
Henry, E. A.
Owens, Grover T.
Wright, Edward L.

Pine Bluff
Triplett, Arthur Fairfax

Marianna
Daggett, C. E.

Russellville
Smallwood, John M.

CALIFORNIA

Bakersfield
Petrini, James

Long Beach
Ball, Joseph A.

Los Angeles
Anderson, Newton E.
Bauder, Reginald I.
Belcher, Frank B.
Betts, Forrest Arthur
Blalock, James T.
Catlin, Frank D.
Catlin, Henry W.
Crider, Joe, Jr.
Duque, Henry
Ely, Walter
Gallagher, Lasher Barrington
Gould, Charles P.
Hon, Gaines
Hughes, James W.
Jarrett, Joseph W.
Kearney, J. L.
Kirtland, Richard L.

Complete addresses will be found in alphabetical list of members.

McConnell, F. Britton
Moss, Sidney L.
Reed, Fred O.
Runkle, Clarence B.
Sampson, Richard Hunt
Schell, Walter O.
Sheppard, James C.
Snow, Gordon H.
Spray, Joseph A.
Sterry, Philip C.

Oakland

Crosby, Carlisle C.
Heafey, Edwin A.

San Diego

Driscoll, John Gerald, Jr.

San Francisco

Barfield, Charles V.
Bronson, E. D.
Caldwell, Lester M.
Cooley, Arthur E.
Creede, Frank J.
Dana, Paul C.
Dinkelspiel, Martin J.
Levit, Bert W.
Park, Arthur A.
Sedgwick, Wallace E.
Wisecarver, R. P.

San Marino

Mason, Stevens T.

Santa Barbara

Smith, C. Douglas

Ventura

Henderson, Edward

CANADA**Calgary, Alberta**

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Edmonton, Alberta

Grant, Charles H., K. C.
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Montreal

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Lacoste, Roger, K. C.

Quebec City

Boutin, J. Pierre

Toronto, Ontario

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Davidson, W. C., K. C.
Phelan, Thomas N.

Vancouver, B. C.

DuMoulin, L. St. M.
Guild, Charles Kelly

Winnipeg, Manitoba

Aikins, G. H., K. C.
Guy, Robert D.

COLORADO**Denver**

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Long, Lawrence A.
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Hartford

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Graham, John C.
Hall, Robert E.
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Jainsen, Wilson C.
LeRoy, Farrel J.
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CUBA**Havana**

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Brown, Garfield W.
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Chalmers, William W.
Clausen, Donald N.
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Cunningham, Fred D.
Dammann, J. Francis
Dent, Louis Lee

Doten, Roger D.

Fiedler, George
French, Glendon E.
Gorton, Victor C.
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Hanson, Fred B.

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Heineke, Paul H.

Henry, John A.

Hinshaw, Joseph

Kadyk, David J.

Keller, Paul E.

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Kitch, John R.

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Vogel, Leslie H.

Vogel, Robert C.

Watkins, Ferre C.

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Lesemann, Ralph F.

Evanston

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Freeport

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Mattoon

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Peoria

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Royster, John H.

Rockford

Knight, William D.

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 Walker, William M.

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 Gillespie, Louis F.
 Hodges, Earl S.
 Schlipf, Albert C.

Taylorville
 Bliss, Charles E.
 Hershey, Harry B.

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 Snyder, Gerald C.

Vincennes
 Emison, Ewing

IOWA

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 Ahlers, Paul F.
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 Miller, Oliver H.
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Dubuque
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Fort Scott
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Paola
 Sheridan, Bernard L.

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Woodward, Fielden

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Bastrop

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MAINE**Bangor**

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Proctor, Charles W.
Ryan, Frank P.

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Combs, Hugh D.
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Murray, Clapham, Jr.
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Smith, Clater W.
Thomsen, Roszel C.
Tschudi, Harold
Weech, C. Sewell

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McComas, Charles H.

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Way, Alexander B., Jr.
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Yont, Laurence Dickson

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Springfield
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Long, Rowland H.

MICHIGAN

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Detroit
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BeGole, Ari M.
Brown, Howard D.
Buchanan, G. Cameron
Buchanan, William D.
Carey, L. J.
Cary, George H.
Cooper, George J.
Coulter, Clark C.
Crawford, Milo H.
Davidson, Carl F.
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Eggenberger, William J.
Jamieson, Robert G.
Johnson, Harold A.
Kaess, Frederick W.
Lacey, Ralph B.
Lacey, Robert B.
Laymon, Paul E.
Mansfield, Walter A.
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Toohy, Clifford M.
VanAalsburg, Donald J.
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Wickham, William A.

Escanaba
McGinn, Denis

Grand Rapids
Allaben, F. Roland
Cholette, Paul E.
Varnum, Laurent Kimball

Kalamazoo
Dalm, Jacob A.
Jackson, H. Clair
Nims, David E., Jr.

Lansing
Hart, Raymond Boyd
Jennings, Clayton F.
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Muskegon
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 Crane, William E.
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MINNESOTA

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 Knudson, Bennett O.

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 Montague, J. E.
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Mankato
 McLean, Edward D.
 Sheran, Robert J.

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 Brenner, Hugh L.
 Carroll, Harold J.
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 Durham, F. H.
 Freeman, William H.
 Geer, Arthur B.
 Guesmer, Arnold L.
 Mahoney, Geoffrey P.
 Meagher, I. E.
 McCough, Paul J.
 Noonan, Charles F.
 Rich, Ernest A.
Robb, M. S.
 Scallen, Raymond A.
 Swanson, Alvin W.
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St. Cloud
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 Freeman, Mahlon A.
 Gay, Russell C.

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Roswell

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Santa Fe

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 Topping, Price H.
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 Murphy, Joseph Hawley
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- Kinston**
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Fletcher, A. J.
Ruark, Robert
Smith, Willis

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Rocky Mount
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Rutherfordton
Hamrick, Fred D.

Wilmington
Campbell, William B.
James, Murray G.
Wright, Isaac C.

Winston-Salem
Hutchins, Fred S.
Ingle, John J.

NORTH DAKOTA

Bismarck
Cox, Gordon V.
Young, Clyde L.

Devils Lake
Traynor, Mack V.

Fargo
Nilles, Herbert G.

Grand Forks
Bangs, Philip R.

OHIO

Akron
Alpeter, James E.
Buckingham, Lisle M.
Guinther, Robert
Kelly, William A.
Olds, James
Walker, Howard C.
Waltz, Harold Addison
Wise, Chester G.

Ashland
Gongwer, G. P.

Ashtabula
Shaylor, Clyde L.
Warren, Theodore E.

Bellaire
Matz, Edmund L.

Canton
Cope, Kenneth B.
Ketterer, John G.
Raley, Donald W.
Vogelgesang, Glenn W.
Wright, Clyde H.

Cincinnati
Clark, Howard B.
Hightower, H. G.
Marble, Harry E.
Schneider, Philip J.
Shaffer, Herbert
Shohl, Walter M.

Cleveland
Butler, James A.
Cull, Frank X.
Diehm, Ellis Raymond
Horn, Clinton M.
Howell, William D.
Jamison, Robert H.
Kistner, John R.
Lipscomb, Thomas E.
McNeal, Harley J.
Reed, Peter
Reynolds, Sheldon S.
Roberts, H. Melvin
Roberts, Melvin M.
Sellers, Charles W.
Thomas, Adelbert W.
Ulrich, Leslie R.
VanDuzer, Ashley M.
Weh, Robert M.
Weston, S. Burns

Columbus
Bennett, Hugh M.
Dempsey, Peter E.
Doucher, Thomas A.
Fais, Gervais W.
Ford, Byron Edward
Foster, John E.
Frater, George E.
Harter, Joseph Morton
Hensel, Eugene L.
Huggard, Richard
Knepper, William E.
Lane, Collis Gundy
Leftwich, Charles W.
McNamara, J. Paul
Miller, Dale F.
Parcher, Frederic C.
Reeder, Herman W.
Roberts, Kline L.
Sebastian, Arthur M.
Thornbury, P. L.
White, Andrew J., Jr.
Wilcox, Marshall E.
Wiles, Arthur W.
Winkler, John H.

Coshocton
Burns, Lawrence, Jr.
Pomerene, Warner M.

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 Curtner, Clifford R.
 Ebeling, Philip C.
 Pickrel, William G.
 Smith, P. Eugene
 Young, Robert F.

Elyria
 Rice, Robert H.

Gallipolis
 Cherrington, Henry W.

Greenville
 Marchal, Vernon L.

Hamilton
 Andrews, John D.

Lancaster
 Martin, George D.

Leroy
 Beach, Charles Gordon
 Curtis, Charles E.
 Moul, Charles E.

Lima
 Cable, C. M.

Mansfield
 Gongwer, J. H.

Marietta
 Noll, Robert M.

Marysville
 Hoopes, C. A.

Medina
 Weber, John A.
 Williams, Harold L.

Middletown
 Wilmer, G. W. A.

New Philadelphia
 Fisher, Cletus A.

Portsmouth
 Fitch, Chester P.

Ravenna
 Caris, A. L.
 Filiafrault, V. W.

Sandusky
 Flynn, James F.

Shelby
 Anderson, James Alonzo
 Belsan, Charles

Steubenville
 Allebaugh, Carl F.
 Francis, Marshall H.
 Irvine, John E.

Toledo
 Boxell, Earl F.
 Cobourn, Frank M.
 Cole, Charles J.
 Finn, William A.
 Fuller, Fred E.
 Notnagel, Leland H.
 Smith, Roger H.
 Stecher, Joseph D.
 Stichter, Wayne E.
 Warner, Milo J.

Troy
 Shipman, F. L.

Van Wert
 Landis, M. L.

Warren
 Kightlinger, Paul E.

Xenia
 Finney, J. A.

Youngstown
 Emery, Norman A.
 George, Hermon N.
 Haynes, David C.
 Nicholson, Robert J.
 Pfau, William E.
 Stephens, Oscar A.

OKLAHOMA

Alva
 Spellman, Fred B. H.

McAlester
 Arnote, Walter J.

Oklahoma City
 Bowman, Byrne A.
 Brown, Mart
 Bulla, Merton N.
 Butler, John F.
 Cheek, Alex
 Cheek, James C.
 Crowe, V. P.
 Dudley, J. B.
 Duvall, Duke
 Fellers, James D.
 Howell, Edward
 Johnson, Russell V.
 May, Ralph J.
 Mock, Fred M.
 Monnet, Claude
 Owens, Hugh F.
 Pierce, Clayton B.
 Pierson, Welcome D.
 Ross, James H.
 Savage, Leonard H.
 Tolbert, Raymond A.

Oklmulgee
 Cochran, A. D.

Shawnee
 Abernathy, Kenneth

Complete addresses will be found in alphabetical list of members.

Tulsa

Davis, Parke
 Hudson, R. D.
 Klein, Gerald B.
 Rhodes, Chris L.
 Rucker, Truman B.
 Smith, H. L.

Wewoka

Epton, Hicks

OREGON**Medford**

Dames, Robert D.

Portland

Mautz, Robert T.
 Wood, Borden

PANAMA CANAL ZONE**Ancon**

Ramirez, Charles E.

PENNSYLVANIA**Allentown**

Haas, Robert E.
 Snyder, Henry L.

Bradford

Nash, Francis M.

Butler

Brandon, J. Campbell
 Brandon, W. D.
 Henninger, Zeno F.

Chambersburg

Strite, Edwin D.

Chester

MacCarter, William J., Jr.

Doylestown

Achey, Webster S.

Easton

Fox, Edward J., Jr.

Erie

Brooks, John B.

Greensburg

Best, R. E.

Harrisburg

Bailey, William S.
 Feinour, John G.
 Storey, Douglass D.
 Wickersham, F. Brewster

Johnstown

Spence, George M.

Lancaster

Windolph, F. Lyman

Norristown

McTighe, Desmond J.

Philadelphia

Beechwood, George Eugene
 Burke, Patrick F.
 Campbell, William T.
 Conwell, Joseph S.
 Cushman, Edward H.
 Daniel, Todd
 Detweiler, George H.
 Foley, Michael A.
 Henderson, Joseph W.
 Klaw, Abel
 Koch, Roscoe R.
 Korsan, Peter J.
 LaBrum, J. Harry
 Martin, John B.
 Mason, William Clarke
 Maxwell, David F.
 Mount, Thomas F.
 Mungall, Daniel
 Peace, William H.
 Redeker, Harry S.
 Swartz, C. Donald
 White, Thomas Raeburn, Jr.
 Williams, Ira Jewell

Pittsburgh

Chilcote, Sanford Marshall
 Dalzell, R. D.
 Dickie, J. Roy
 Jennings, Dale C.
 Jones, Thomas Lewis
 McCamey, Harold E.
 McConnell, D. H.
 Miller, John L.
 Newman, Daniel S.
 Pringle, Samuel W.

Reading

Body, Ralph C.
 Stoudt, James W.

Scranton

Harris, Walter W.

Sharon

Cusick, Martin E.

Sunbury

Klein, Richard Henry
 Knight, Harry S.

Uniontown

Higbee, W. Brown

Washington

Marriner, Rufus S.
 McAlister, David I.
 Wiley, John F.

West Chester

MacElree, J. Paul

RHODE ISLAND**Newport**

Haire, J. Russell

Complete addresses will be found in alphabetical list of members.

Providence

Boss, Henry M.
 Conlan, Francis W.
 Hebert, Felix
Kelly, Ambrose B.
 Reynolds, Francis V.
 Semple, Harold R.
 Sherwood, Herbert M.

SOUTH CAROLINA**Charleston**

Buist, George L.
 Moore, Benjamin Allston
 Rivers, George L. Buist

Columbia

Cain, Pinckney L.
 Nelson, P. H.
 Whaley, Thomas B.

Spartanburg

Carlisle, Robert M.
 Daniel, C. Erskine

SOUTH DAKOTA**Mitchell**

Robbie, Joseph H., Jr.

Pierre

Goldsmith, Karl

Rapid City

Leedom, Boyd
 Whiting, Charles H.

Sioux Falls

Woods, M. T.

Watertown

Stover, Walter

TENNESSEE**Bristol**

Stant, Donald T.

Chattanooga

Duggan, Ben O., Jr.
 Folts, Aubrey F.
 Miller, Vaughn
 Moore, Alvin O.
 Noone, Charles A.

Clarksville

Daniel, W. M., Jr.
 McReynolds, Robert L.

Fayetteville

Holman, B. E.

Knoxville

Bass, Leslie
 Cox, Taylor H.
 McCampbell, H. H., Jr.
 McConnell, Robert M.
 Poore, H. T.
 Webb, D. C.

Memphis

Apperson, John W.
 Armstrong, Walter P., Jr.
 Braden, Emmett W.
 Fitzhugh, Millsaps
 Heiskell, A. Longstreet
 Kuhn, Edward W.
 McDonald, W. Percy
 Nelson, Robert M.
 Taylor, Lowell

Nashville

Crownover, Arthur, Jr.
 Davis, Lindsey M.
 Denney, W. Raymond
 Henry, Douglas
 Maddin, John Keith
 Manier, Miller
 Manier, Will R., Jr.
 McCary, Joe T.
 McGugin, Dan E.
 Peebles, James M.
 Watkins, Thomas G.

Paris

Van Dyke, James W.

TEXAS**Abilene**

McMahon, T. J.

Amarillo

Morgan, B. L.

Austin

Brown, Jay H.
 Gay, Coleman

Beaumont

Bell, Major T.
 Carrington, Edward C.
 Cecil, Lamar
 Keith, Quentin
 Marcus, David C.
 Mehaffy, James W.
 Tucker, John Graham

Big Spring

Little, James

Dallas

Bateman, Harold A.
 Brundidge, O. D.
 Ford, Logan
 Gardere, George P.
 Gowan, W. C.
 Grissom, Pinkney
 Head, Walton O.
 Holland, Robert B.
 Lancaster, J. L., Jr.
 Lipscomb, William
 Malone, Ralph Waldo
 Miller, Orrin
 Rice, J. Percival
 Strasburger, Henry W.
 Thompson, Will C.

Thurman, Hal C.
Touchstone, Lucian
Touchstone, O. O.
Wassell, Thomas W.
Williams, Claude

El Paso
Brown, Volney M.
Hardie, Thornton
Morton, R. A. D.

Fort Worth
Cantey, Emory A.
Crowley, S. A.
Gooch, J. A. (Tiny)
Parker, G. W., Jr.

Galveston
Levy, Adrian F.
McLeod, V. W.
Mills, Ballinger

Houston
Arnold, W. N., Jr.
Brown, William Russell
Cole, Robert L., Jr.
Freeman, John H.
Gresham, Newton
Kemper, W. L.
Knapp, Frank J.
Moody, L. Denman
Morris, Larry W.
Phillips, Thos. M.
Schmidt, George L.
Sewell, Ben G.
Wood, A. C.

Midland
Kerr, William L.
Smith, James T.
Turpin, Robert M.

Odessa
McDonald, Martelle

San Antonio
Birkhead, Claude V.
Groce, Josh H.
Lang, Sylvan

Tyler
Ramey, T. B., Jr.
Sheehy, Joe W.

Waco
Naman, W. W.

Wichita Falls
Jones, Harold

UTAH

Salt Lake City
Cannon, Edwin B.
Moreton, Arthur E.
Ray, Paul H.
Shields, Dan B.
Thurman, Sam D.

VERMONT

Rutland
Ryan, Charles F.

VIRGINIA

Arlington
Hagan, J. Foster
Bristol
Stant, Donald T.

Charlottesville
Duke, W. E.

Norfolk
Black, Barron F.
Hoffman, Walter E.
Pender, William C.
White, Harvey E.
Williams, Leigh D.

Richmond
Beverley, William Welby
Bowles, Aubrey R., Jr.
Gay, Thomas Benjamin
Goddin, John C.
May, John G., Jr.
Parker, Alexander W.
Smith, Forrest S.
Wicker, John J., Jr.

Roanoke
Muse, Leonard G.
Shackelford, George S., Jr.

Salem
Moyer, James I.

WASHINGTON

Seattle
Brethorst, Stephen W.
Cook, Jo D.
Gates, Cassius E.
Kahn, George
Karr, Payne
Long, Stanley B.
McKelvey, W. R.
Morrow, Thomas L.
Rode, Alfred
Wakefield, Claude E.

Spokane
Lowe, R. E.

WEST VIRGINIA

Bluefield
Kemper, Albert S., Jr.

Charleston
Anderson, Wilson
Guher, James M.
Jackson, Thomas B.
Klostermeyer, Howard R.
Lawson, Robert W., Jr.
Morris, Stanley C.
O'Farrell, William T.

Clarksburg
 Guiher, James M.
 Robinson, Howard L.
 Stathers, William G.

Huntington
 Marshall, E. A.

Martinsburg
 Martin, Clarence E.
 Martin, Clarence E., Jr.

Parkersburg
 Davis, Fred L.
 Hiteshew, H. O.

Wheeling
 Curl, Joseph R.
 Goodwin, Russell B.
 Hugus, Wright

Williamson
 Slaven, Lant R.

WISCONSIN

Appleton
 Bradford, Alfred S.
 Parnell, Andrew W.

Beloit
 Adams, H. W.

Fond du Lac
 O'Neill, Edward T.

Green Bay
 Bie, Walter T.
 Everson, E. L.

Janesville
 Ryan, Stanley M.

Kenosha
 Richardson, Chester D.

La Crosse
 Bunge, J. C.
 Engelhard, L. M.

Madison
 Hart, Lawrence E.
 Mathys, Clifford G.
 Schlotthauer, George McD.
 Snodgrass, Philip N.
 Sutherland, Robert J.
 Toebaas, Oscar T.

Manitowoc
 Clark, W. J.
 Emmert, Dudley O.

Milwaukee
 Borgelt, E. H.
 Dougherty, Glenn R.
 Grubb, Kenneth P.
 Hayes, Gerald P.
 Jacobson, Stanley V.
 Kasdorf, Clifford C.
 Kivett, Austin W.
 Klutwin, John A.
 Lamfrom, Leon B.
 Mehigan, Irving Patrick
 Swanstrom, Gerald M.
 Wickham, Arthur

New Richmond
 Doar, W. T.

Oshkosh
 Dempsey, Ray C.

Racine
 Heft, Carroll R.
 Myers, S. P.
 Whaley, Vilas H.

Rice Lake
 Coe, Laurence S.

Sheboygan
 Salinsky, Ben E.

Stevens Point
 Beach, Joseph B.
 Schroeder, H. J.

Superior
 Anderson, Rudolph E.
 Sprowls, John S.

Waukesha
 Hunter, Richard N.

Wausau
 Genrich, Fred W., Jr.
 Smith, Charles F.
 Sweitzer, J. Mearl
 Terwilliger, Herbert

Wisconsin Rapids
 Graves, R. B.

WYOMING

Cheyenne
 Swainson, Clarence A.